

<i>SERFF Tracking Number:</i>	<i>MADS-125645870</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Standard Security Life Insurance Company of New York</i>	<i>State Tracking Number:</i>	<i>39000</i>
<i>Company Tracking Number:</i>	<i>SSL-GLDI-P200-(05/08)-NT</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>SSL-Group Disability Income LTD/STD</i>		
<i>Project Name/Number:</i>	<i>SSL-Group LTD/STD disability income filing/SSL-GLDI-P200-(05/08)-NT</i>		

Filing at a Glance

Company: Standard Security Life Insurance Company of New York

Product Name: SSL-Group Disability Income SERFF Tr Num: MADS-125645870 State: ArkansasLH LTD/STD

TOI: H11G Group Health - Disability Income	SERFF Status: Closed	State Tr Num: 39000
Sub-TOI: H11G.005 Combined Short Term and Long Term	Co Tr Num: SSL-GLDI-P200-(05/08)-NT	State Status: Approved-Closed
Filing Type: Form	Co Status: Initial Submission	Reviewer(s): Rosalind Minor
	Authors: Sue Long, Cheryl Richards	Disposition Date: 05/16/2008
	Date Submitted: 05/13/2008	Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: SSL-Group LTD/STD disability income filing
 Project Number: SSL-GLDI-P200-(05/08)-NT
 Requested Filing Mode:

Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: These forms are filed concurrently in Standard Security Life Insurance domicile state of New York.
 Market Type: Group
 Group Market Size: Small and Large
 Group Market Type: Employer

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:
 Filing Status Changed: 05/16/2008
 State Status Changed: 05/16/2008
 Corresponding Filing Tracking Number:
 Filing Description:

Deemer Date:

This is a group long and short term disability income filing. These forms are concurrently filed in the domicile state of New York. Please see cover letter for more explanation.

SERFF Tracking Number: MADS-125645870 State: Arkansas

Filing Company: Standard Security Life Insurance Company of New York State Tracking Number: 39000

Company Tracking Number: SSL-GLDI-P200-(05/08)-NT

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SSL-Group Disability Income LTD/STD

Project Name/Number: SSL-Group LTD/STD disability income filing/SSL-GLDI-P200-(05/08)-NT

Company and Contact

Filing Contact Information

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Filing Company Information

Standard Security Life Insurance Company of New York
 485 Madison Avenue
 New York, NY 10022-4141
 (212) 355-4141 ext. [Phone]

CoCode: 69078
 Group Code: 450
 Group Name:
 FEIN Number: 13-5679267

State of Domicile: New York
 Company Type: Life and Health
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Standard Security Life Insurance Company of New York	\$50.00	05/13/2008	20299915

SERFF Tracking Number: *MADS-125645870* *State:* *Arkansas*
Filing Company: *Standard Security Life Insurance Company of* *State Tracking Number:* *39000*
 New York
Company Tracking Number: *SSL-GLDI-P200-(05/08)-NT*
TOI: *H11G Group Health - Disability Income* *Sub-TOI:* *H11G.005 Combined Short Term and Long Term*
Product Name: *SSL-Group Disability Income LTD/STD*
Project Name/Number: *SSL-Group LTD/STD disability income filing/SSL-GLDI-P200-(05/08)-NT*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/16/2008	05/16/2008

SERFF Tracking Number:	MADS-125645870	State:	Arkansas
Filing Company:	Standard Security Life Insurance Company of New York	State Tracking Number:	39000
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Product Name:	SSL-Group Disability Income LTD/STD		
Project Name/Number:	SSL-Group LTD/STD disability income filing/SSL-GLDI-P200-(05/08)-NT		

Disposition

Disposition Date: 05/16/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MADS-125645870 State: Arkansas

Filing Company: Standard Security Life Insurance Company of New York State Tracking Number: 39000

Company Tracking Number: SSL-GLDI-P200-(05/08)-NT

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SSL-Group Disability Income LTD/STD

Project Name/Number: SSL-Group LTD/STD disability income filing/SSL-GLDI-P200-(05/08)-NT

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	section 1-4	Approved-Closed	Yes
Supporting Document	cover letter	Approved-Closed	Yes
Form	Certificate of Coverage, Long Term Disability	Approved-Closed	Yes
Form	Certificate of Coverage, Short Term Disability	Approved-Closed	Yes
Form	Master Group Policy, Long Term Disability	Approved-Closed	Yes
Form	Master Group Policy, Short Term Disability	Approved-Closed	Yes
Form	Enrollment Form	Approved-Closed	Yes

SERFF Tracking Number: MADS-125645870 State: Arkansas

Filing Company: Standard Security Life Insurance Company of New York State Tracking Number: 39000

Company Tracking Number: SSL-GLDI-P200-(05/08)-NT

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: SSL-Group Disability Income LTD/STD

Project Name/Number: SSL-Group LTD/STD disability income filing/SSL-GLDI-P200-(05/08)-NT

Form Schedule

Lead Form Number: SSL-GLDI-P200-(05/08)-NT

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	SSL-GLDI-C200-(05/08)-NT	Certificate	Certificate of Coverage, Long Term Disability	Initial		40	SSL-GLDI-C200-0508-NT.pdf
Approved-Closed	SSL-GSDI-C200-(05/08)-NT	Certificate	Certificate of Coverage, Short Term Disability	Initial		40	SSL GSDI-C200-0508-NT.pdf
Approved-Closed	SSL-GLDI-P200-(05/08)-NT	Policy/Contract/Fraternal Certificate	Master Group Policy, Long Term Disability	Initial		40	SSL GLDI-P200-0508-NT.pdf
Approved-Closed	SSL-GSDI-P200(05/08)-NT	Policy/Contract/Fraternal Certificate	Master Group Policy, Short Term Disability			40	SSL-GSDI-P200 0508-NT.pdf
Approved-Closed	SSL-EOI-(05/08)	Application/Enrollment Form	Enrollment Form	Initial		40	SSL-EOI-0508.pdf

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

Home Office: 485 Madison Avenue ▪ New York, NY 10022

Administrative Office: 1241 John Q. Hammons Drive ▪ Madison, WI 53717

**GROUP LONG TERM DISABILITY INSURANCE
CERTIFICATE OF COVERAGE**

Policyowner: [ABC Company]

Policy Effective Date: [Policy Effective Date]

The Group Policy has been issued to the above referenced Policyowner. No coverage under the Group Policy is in effect until approved in writing by Standard Security Life Insurance Company of New York.

All provisions on this and the following pages are part of the Certificate of Coverage.

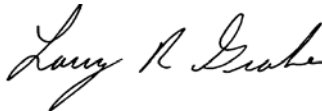
The Group Policy is on file and available for review at the main office of the Employer. The Certificate summarizes and explains the parts of the Group Policy that apply to you. This certificate is not an insurance policy. In the event of any conflict between the Group Policy and the Certificate, the Group Policy will control.

This Certificate replaces any other Certificates previously provided to you under the Group Policy.

Unless defined differently within a particular provision, the terms “you” and “your” mean the Eligible Person. “We”, “us” and “our” mean Standard Security Life Insurance Company of New York. Other defined terms appear with their initial letters capitalized. References to section headings appear in quotation marks.

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

By



Larry R. Graber
President

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SCHEDULE OF BENEFITS

[[Employer]: [ABC Company]]

Plan Number: [9999]

Plan Effective Date: [PlanEffectiveDate]

Eligible Class: Class [1]: [All Eligible Employees]

Minimum Hourly Work Requirement: [30 hours per week]

Waiting Period: [30 days]

Employee Eligibility Date: [First day following the last day of the Waiting Period]

[LTD Benefit Percentage: [60%]]

[Gross LTD Benefit Flat Amount [\$6,000]]

Maximum Monthly Covered Salary: [\$10,000]

Maximum Monthly Benefit: [The lesser of][\$6,000][or [66 2/3%] of your Predisability Earnings.]

Minimum Monthly Benefit: [\$100]

Maximum Benefit Period:[

Age at Disablement	Benefit Duration
61 or younger	to age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

]

Claim Payment Method: [Monthly][Bi-weekly]

Elimination Period: [90 days]

Own Occupation Period: [24 months] beginning [the date of Disability] [the day immediately following the last day of the Elimination Period].

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Definition of Disability:	[Total]
Definition of Predisability Earnings:	[Base wage only]
Employee Premium Contribution:	[0%]
Employer Premium Contribution:	[100%]
Minimum Participation Requirement:	[100%]
Evidence of Insurability Requirement:	[not required if minimum participation requirement met]
Pre-existing Condition Exclusion:	[3/12]
Leaves and Sabbaticals:	[N/A]
Mental Disorder Limitation:	[24 months combined with SA]
[Substance Abuse Limitation:	[24 months combined with MD]]
[Special Conditions Limitation:	[N/A]]
Social Security Integration:	[Full family]
Freeze Type:	[General freeze]
Integration with Work Earnings:	[Direct]
Cost of Living Adjustment:	[Applies; based on CPI up to 3% annually]
[First Day Hospital Benefit:	[Included]]
[Sick Leave + Disability to 100%	[Included]]
[Work Incentive:	[Applies]
Work Incentive Period:	[12 months/24 months]]
[Accelerated Survivor Benefit:	[Applies]]
[Child-Family Care Expense Adjustment:	[Applies]]
[Continuation of Insurance (Portability):	[Applies]]
[Conversion of Insurance Benefit:	[Applies]]
[Educational Supplement Program Benefit:	[Applies]]
[Lifestyle LTD Benefit:	[Applies]]

[Long Term Care Insurance:	[Applies]]
[Medical Premium Expense Benefit:	[Applies]]
[Organ Donation Benefit:	[Applies]]
[Pension Contribution Benefit:	[Applies]]
[Presumptive Disability:	[Applies]]
[Reasonable Accommodation Expense Benefit:	[Applies]]
[Rehabilitation Benefit:	[Applies]]
[Specific Loss Benefit:	[Applies]]
[Step Up to 85% Benefit:	[Applies]]
[Survivor Benefit:	[Applies]]
[Supplemental Long Term Disability Accident Benefit:	[Applies]]
[Supplemental Long Term Disability Benefit:	[Applies]]

DEFINITIONS

Active Work and **Actively at Work** are defined in the “Eligibility for Insurance” section.

Any Occupation means any job for which you are qualified by education, training, or experience regardless of whether you are working in that or another occupation.

Contributory means that you pay all or a portion of the premium for insurance.

[CPI-W] means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the [CPI-W] is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Deductible Income is defined in the “Deductible Income” section.

Disability and **Disabled** are defined in the “Definition of Disability” section.

[Domestic Partner] [is defined in the “Schedule of Benefits”.][means a person who lives in the same household and shares the common resources of life in a close, personal intimate relationship with you if, under state law, that individual would not be prevented from marrying you on account of age, blood relationship, or prior undissolved marriage to another.] [A Domestic Partner may be of the same or opposite gender as you.] [You must complete an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer and filed that affidavit for public record, if required by state law.] [Except where otherwise specified, a Domestic Partner will be the equivalent of a Spouse under the Group Policy.] [Except where otherwise specified, a Child of a Domestic Partner will be the equivalent of a Child of a Spouse under the Group Policy.]]

Eligible Class means an employment classification defined by the Employer and specified in the “Schedule of Benefits”. You must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

Eligible Person is defined in the “Eligibility for Insurance” section.

Elimination Period means the period of time that you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable during the Elimination Period. Your Elimination Period is specified in the “Schedule of Benefits”.

Employee is defined in the “Eligibility for Insurance” section.

Employer means an employer (including approved affiliates and subsidiaries) to whom we have assigned a Plan Number and issued a Policy.

Evidence of Insurability is defined in the “Becoming Insured” section.

[First Day Hospital Benefit] means that if you become Hospitalized due to an Injury, Pregnancy or Physical Disease, the Elimination Period will be waived and benefit payments will start immediately, provided that you are Disabled.]

Group Policy means the group LTD insurance policy issued by us to the Employer under a specified Plan Number.

Gross LTD Benefit is defined in the “LTD Benefit Calculation” section.

Guarantee Issue is the amount of coverage provided, up to the Maximum Monthly Benefit, which is not subject to Evidence of Insurability.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals. [For the purpose of the First Day Hospital Benefit, Hospital includes a medical clinic.]

[Hospitalized] means that you are confined to a Hospital because of a Disability for at least 24 hours[, or that you undergo a surgical procedure performed on an outpatient basis].]

[Indexed Predisability Earnings] means your Predisability Earnings adjusted annually by [the [lesser of the] rate of increase in the [CPI-W] [or] [10%]]. During the first year of Disability, Indexed Predisability Earnings are the same as the Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability using the above method. [The maximum adjustment in any year is [10%].] [Your Indexed Predisability Earnings may increase or remain the same, but will never decrease, even if the [CPI-W] decreases.] [If the rate of the [CPI-W] decreases, your Indexed Predisability Earnings may reduce accordingly; however, such adjustments will never reduce your Indexed Predisability Earnings below the original amount.]]

Injury means a bodily injury that is the direct result of an accident, that is not related to any other cause, and which in and of itself results in your Disability[within 90 days]. Benefits will be payable to you only if the Injury occurs while you are insured under the Group Policy.

Insured Person means an Eligible Person whose coverage has become effective under the Group Policy.

Late Enrollee means an Employee who applies for coverage under the Group Policy more than 31 days after becoming an Eligible Person.

LTD means long term disability.

LTD Benefit means the net benefit payment due to you after deductions are applied to your Gross LTD Benefit as provided for under the Group Policy. Your LTD Benefit is calculated under the “LTD Benefit Calculation” section.

Material Duties is defined in the “Eligibility for Insurance” section.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Elimination Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. Your Maximum Benefit Period is specified in the “Schedule of Benefits”.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease. [The Term “Mental Disorder”, however, does not include any condition diagnosed as Psychosis.]

Noncontributory means the Employer pays the entire premium for insurance.

Own Occupation means the occupation you routinely perform for the Employer at the time Disability begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes Pregnancy.

Physician means [a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.] [a qualified practitioner who is licensed, under the laws of a state of the United States of America, to diagnose and treat the physical or mental impairment(s) causing the Insured Person's Disability. This definition includes only the following practitioners, and only to the extent that the services provided are within the scope of the individual practitioner's professional license:

M.D. –Doctor of Medicine
[D.O. – Doctor of Osteopathy]
[S.C. – Doctor of Surgical Chiropody]
[D.P.M. – Doctor of Podiatric Medicine]
[O.D. – Doctor of Optometry]
[D.C. – Doctor of Chiropractic]
[D.D.S. – Doctor of Dental Surgery]
[D.M.D. – Doctor of Medical Dentistry]]

For the purpose of this Group Policy, Physician will not include you or your Spouse, or the brother, sister, parent or child of either an Insured Person or an Insured Person's Spouse.

Plan Effective Date means the date on which the Group Policy becomes effective.

Plan Number means the number used by us to reference an Employer and the terms of coverage specified under the Group Policy.

Predisability Earnings is defined in the "Predisability Earnings" section.

[**Pre-existing Condition** is defined in the "Exclusions" section.]

Pregnancy means a pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means an Employer's group long term disability insurance plan in effect on the day immediately preceding the Plan Effective Date under this Group Policy.

Proof of Loss is defined in the "Claims" section.

Regular Care of a Physician means:

1. that you personally visit a Physician as frequently as is medically required according to standard medical practice, but in no event less than annually, to effectively manage and treat your disabling condition(s);
2. that your Physician is rendering appropriate treatment and care for the disabling condition(s) which conform(s) with standard medical practice and is the most appropriate for the disabling condition(s), according to standard medical practice; and
3. that you are complying with all aspects of the treatment plan prescribed by the Physician.

[**Retirement Date** means the earlier of:

1. the date you retire as defined by your Employer;
2. the date you become eligible to receive retirement benefits under any pension plan to which the Employer contributes, or
3. the date you become eligible to receive retirement benefits under any state or federal retirement plan or under social security law.]

[**Special Condition** means a condition which is based on self-reported symptoms and is not verifiable using objective medical tests, procedures or clinical examinations standardly accepted in the practice of medicine. Special Conditions include but are not limited to the following:

- [1. Musculoskeletal and connective tissue disorders of the neck and back;]
- [2. Any disease or disorder of the cervical, thoracic and lumbosacral back and its surrounding soft tissue;]
- [3. Chronic sprains and strains of joints and adjacent muscles;]
- [4. Chronic headaches;]
- [5. Chronic pain;]
- [6. Tinnitus (ringing of the ears);]
- [7. Hyperacusis (sensitivity to sound);]
- [8. Post Lyme Disease syndrome;]
- [9. Chronic Fatigue Syndrome.]
- [10. Fibromyalgia;]
- [11. Environmental Allergic Sickness;]
- [12. Chemical and environmental sensitivities;]
- [13. Sick Building Syndrome.]]

Spouse means a person to whom you are legally married and from whom you are not legally separated.

[Substance Abuse] means a condition listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease within a classification category or code including but not limited to 291, 292, 303, 304 or 305.]

Waiting Period is defined in the “Eligibility for Insurance” section and the “Schedule of Benefits”.

[Work Earnings] means your gross monthly earnings from work you perform in Any Occupation while Disabled during your Own Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, self-employment and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

[Work Earnings does not include income earned while Disabled from an occupation you held in addition to your Own Occupation prior to becoming Disabled. This exception is limited to the amount you were earning from this additional occupation immediately prior to becoming Disabled. Any excess over this amount that you earn from the additional occupation during your Disability will be Work Earnings and deducted as provided above.]

If you are paid in a lump sum or on a basis other than monthly, we will prorate the Work Earnings over the period of time to which they apply. If no period of time is stated, we will make a reasonable estimate.

[In determining your Work Earnings, we:

- 1. will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis;
- 2. will not be limited to the taxable income you report to the Internal Revenue Service;
- 3. may ignore expenses [under section 179 of the IRC] as a deduction from your gross earnings;
- 4. may ignore depreciation as a deduction from your gross earnings;
- 5. may adjust the financial information you give us in order to clearly reflect your Work Earnings.]

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent [three-month period]. You will no longer be Disabled when your average Work Earnings [over the last three months] exceed [80%] of your [Indexed] Predisability Earnings [, or when you are capable of earning more than [80%] of your [Indexed] Predisability Earnings].]

[Work Earnings] means your gross monthly earnings from work performed while Disabled.

[Work Earnings includes earnings from your Employer, any other employer, self-employment and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.]

[Work Earnings does not include income earned while Disabled from an occupation you held in addition to your Own Occupation prior to becoming Disabled. This exception is limited to the amount you were earning from this additional occupation immediately prior to becoming Disabled. Any excess over this amount that you earn from the additional occupation during your Disability will be Work Earnings and deducted as provided above.]

If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will make a reasonable estimate.

[In determining your Work Earnings, we:

1. will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis;
2. will not be limited to the taxable income you report to the Internal Revenue Service;
3. may ignore expenses [under section 179 of the IRC] as a deduction from your gross earnings;
4. may ignore depreciation as a deduction from your gross earnings;
5. may adjust the financial information you give us in order to clearly reflect your Work Earnings.]

If we determine that your earnings vary substantially from month to month, we may determine Work Earnings by averaging your earnings over the most recent [three-month period]. During the Own Occupation Period, you will no longer be Disabled when your average Work Earnings [over the last three months] equal or exceed [80%] of your [Indexed] Predisability Earnings[, or when you are capable of earning [80%] or more of your [Indexed] Predisability Earnings.] During the Any Occupation Period, you will no longer be Disabled when your average Work Earnings [over the last three months] equal or exceed [80%] of your [Indexed] Predisability Earnings[, or when you are capable of earning [80%] or more of your [Indexed] Predisability Earnings.]]

I. INSURING CLAUSE

- A. If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy, after we receive satisfactory Proof of Loss.

SSL-GLDI-C600-(05/08)-NT

II. ELIGIBILITY FOR INSURANCE

- A. To be eligible for insurance under the Group Policy, you must be an Eligible Person. An **Eligible Person** is an Employee who has met the following requirements:
1. You must be an Employee. **Employee** means an individual who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes. [The term "Employee" also includes [board members].]
 2. You must be a citizen or legal resident of the United States or Canada, and you must reside in the United States or Canada;
 3. You must be Actively at Work and capable of sustained Active Work.
 - a) **Active Work** and **Actively at Work** mean performing all the Material Duties of your Own Occupation at your Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days.
 - b) **Minimum Hourly Work Requirement** means the work hours over a given time period that are required of you in order to be eligible for coverage. Your Minimum Hourly Work Requirement is specified in the "Schedule of Benefits".
 - c) **Material Duties** means the duties generally required by employers in the national economy of those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will working an average of more than 40 hours per week be considered a Material Duty.
 4. You cannot be a [part-time/temporary or seasonal employee/full-time member of the armed forces of any country/leased employee/independent contractor.] [Where an employment contract specifies, coverage is available for board-approved long-term substitute teachers during the term of their contract. Coverage will not continue during summer months or any other period of time for which the long-term substitute teacher is not scheduled to work.]
 5. You must satisfy your Waiting Period. **Waiting Period** means the period of time that you must be Actively at Work as an Employee before your coverage may become effective. Your Waiting Period is specified in the "Schedule of Benefits".

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III. BECOMING INSURED

- A. To become an Insured Person under the Group Policy, you must be an Eligible Person and meet the following requirements as each may apply:
1. If Evidence of Insurability is required, you must provide such Evidence of Insurability and be approved for coverage by us. The "Schedule of Benefits" specifies when Evidence of Insurability is required.

2. Evidence of Insurability.

- a) Providing **Evidence of Insurability** means that an applicant must:
 - (1) complete and sign our Evidence of Insurability application and return the original application to us no later than [60] days from the date of signing; and
 - (2) authorize us to obtain information about the applicant's health; and
 - (3) undergo a physical examination, if required by us, which may include diagnostic testing; and
 - (4) provide any additional information about the applicant's insurability that we may reasonably require.
 - b) If you, your Spouse or your dependents are required to provide Evidence of Insurability, you will be responsible for all costs associated with providing Evidence of Insurability.
 - c) In each case where Evidence of Insurability is required, we base our decision whether to approve coverage on the information provided during the underwriting process. If we learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, we may retroactively rescind coverage and deny claims.
3. If the insurance you wish to obtain is Contributory insurance, you must apply in writing and remit the required premiums.

B. Effective Date of Your Insurance

1. Initial Enrollment

- a) Noncontributory insurance not subject to Evidence of Insurability, or which is subject to Evidence of Insurability and has been approved by us, becomes effective on [the date you become an Eligible Person][the date specified in the "Schedule of Benefits"]. If, however, you initially waive participation in such coverage and then later wish to participate, you will be treated as a Late Enrollee, subject to Evidence of Insurability.
- b) Contributory insurance subject to Evidence of Insurability becomes effective on [the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day] [the date we approve your Evidence of Insurability for such coverage][the date specified in the "Schedule of Benefits"].
- c) Contributory insurance not subject to Evidence of Insurability. Provided that you apply prior to, or within 31 days of becoming an Eligible Person, Contributory insurance not subject to Evidence of Insurability becomes effective on [the date you become an Eligible Person][the first day of the month immediately following the month in which you become an Eligible Person, except that if you become an Eligible Person on the first day of a month, such coverage becomes effective on that day][the date specified in the "Schedule of Benefits"]. If you do not apply for such coverage prior to, or within 31 days of becoming an Eligible Person and subsequently wish to obtain coverage, you will be a Late Enrollee, subject to Evidence of Insurability.

2. Increases in Existing Coverage and Late Enrollee Applications

- a) Where Evidence of Insurability is required, increases of existing coverage and Late Enrollee applications become effective on [the date on which your Evidence of Insurability for such coverage is approved by us][the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day][the date specified in the "Schedule of Benefits"].
- b) Where Evidence of Insurability is not required, an increase of existing coverage becomes effective on [the date that you become eligible for such coverage][the first day of the month immediately following

the month in which you become eligible for such coverage, except that if you become eligible on the first day of a month, such coverage becomes effective on that day][the date specified in the “Schedule of Benefits”].

3. If you are incapable of sustained Active Work due to a Disability on the day before the scheduled effective date of your insurance, such insurance will not become effective until the day after you are capable of sustained Active Work and complete one day of Active Work as an Eligible Person.

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IV. WAIVER OF PREMIUM

- A. Premium payments are required during the Elimination Period. However, payment of premium is waived [commencing on the [91st]day of payable benefits, and only] while LTD Benefits are payable. Upon your return to Active Work, premium payments will again be payable.

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V. WHEN YOUR INSURANCE ENDS

This provision applies to you if you are not Disabled.

- A. Except as otherwise provided for under this section, your coverage will cease on the earliest of the following to occur:
 1. the date your Employer’s coverage under the Group Policy terminates;
 2. the date you cease to be an Eligible Person;
 3. the date that your premium payment is not paid when required;
 4. the date you [become eligible for coverage][become covered] under another group [long-term] disability policy;
 - [5. if you are a contract employee not returning to work as an Eligible Person the next contract year, the earlier of the following:
 - a) the date you become employed with another employer;
 - [b) your Retirement Date;]
 - c) expiration of the current contract year;]
 - [6. your Retirement Date.]
- B. Approved FMLA Leave of Absence – Contributory or Noncontributory Coverage
 1. If you are on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
 - a) we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - c) the Employer remits the required premium for coverage.
 2. The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the leave, or the salary for which premium was paid.

[C. Paid Sabbatical - If you are a professional Employee [(Administrator or Certified Teacher)] on a paid sabbatical leave, coverage will continue subject to the following:

1. Noncontributory Coverage
 - a) Coverage will continue provided that:

- (1) we receive written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the sabbatical and the amount of your covered salary; and
 - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.
 - c) Unless you return to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or [3 months] from the date the paid sabbatical began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or [3 months] from the date the paid sabbatical began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during a paid sabbatical and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[D. Unpaid Sabbatical - If you are a professional Employee [(Administrator or Certified Teacher)] on an unpaid sabbatical leave, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the unpaid sabbatical and the amount of your covered salary; and
 - (2) unpaid sabbaticals and the right to continue coverage during unpaid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid sabbatical. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.

- c) Unless you return to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or [3 months] from the date the unpaid sabbatical began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) unpaid sabbatical leaves of absence and the right to continue coverage during unpaid sabbatical leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) No benefits are payable during an unpaid sabbatical. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or [3 months] from the date the unpaid sabbatical began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during an unpaid sabbatical and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[E. Paid Leave of Absence. If you are on a paid leave of absence, coverage will continue subject to the following:

1. Noncontributory coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the leave is scheduled to end, coverage extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end or [3 months] from the date the paid leave began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a paid leave of absence approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) paid leaves of absence and the right to continue coverage during paid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and

(3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.

- b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of the date the paid leave of absence is scheduled to end or [3 months] from the date the paid leave of absence began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during a paid leave of absence and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[F. Unpaid Leave of Absence - If you are on an unpaid leave of absence, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the unpaid leave of absence and the amount of your covered salary; and
 - (2) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or [3 months] from the date the unpaid leave of absence began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) unpaid leaves of absence and the right to continue coverage during unpaid leave of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.

- c) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or [3 months] from the date the unpaid leave of absence began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during an unpaid leave of absence and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[G. Paid Suspension - If you are on a paid suspension, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a paid suspension approved by the Employer which includes the beginning and ending dates of the paid suspension and the amount of your covered salary; and
 - (2) the right to continue coverage during a paid suspension is available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) The Elimination Period can be satisfied during a paid suspension, but benefits will not begin until the later of the end of the Elimination Period, or the date the paid suspension was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid suspension, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the paid suspension is scheduled to end, coverage extended during a paid suspension will terminate on the earlier of the date the paid suspension is scheduled to end or [3 months] from the date the paid suspension began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a paid suspension approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) paid suspensions and the right to continue coverage during paid suspensions are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) The Elimination Period can be satisfied during a paid suspension, but benefits will not begin until the later of the end of the Elimination Period or the date the paid suspension was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid suspension, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the paid suspension is scheduled to end, coverage extended during a paid suspension will terminate on the earlier of the date the paid suspension is scheduled to end or [3 months] from the date the paid suspension began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during a paid suspension and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[H. Layoffs - Contributory or Noncontributory Coverage

- 1. If you are on a leave of absence due to a lay-off, coverage will continue through the end of the month in which you last worked prior to the lay-off.]

VI. RULES FOR TRANSFER OF EMPLOYEES FROM PRIOR PLAN

- A. If you were eligible for insurance and insured under the Prior Plan on the day before the Plan Effective Date, you can become insured on the Plan Effective Date without meeting the Active Work requirement in the the “Eligibility for Insurance” section.
- B. The LTD Benefit will be the lesser of the monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force, or the LTD Benefit as determined under the other provisions of this Group Policy. However, no benefits will be payable to you under the Group Policy if any benefits are payable to you under the Prior Plan.
- C. If you were eligible for insurance under the Prior Plan for more than 31 days but were not insured under the Prior Plan, you must provide Evidence of Insurability and be approved by us to become insured.
- [D. Continuation of Coverage and Pre-existing Conditions. In calculating the coverage period for determining whether the Pre-existing Condition Exclusion applies, we will include any period of continuous coverage under the Prior Plan immediately preceding the date you became insured under the Group Policy.]

VII. REINSTATEMENT OF COVERAGE

- A. If your coverage ends, you may become covered again as an Insured Person, subject to the following:
 - [1. If you cease to be an Eligible Person and coverage ends, and then you return to Active Work with the Employer again within [3 months], the Waiting Period will be waived on the first day of your return to Active Work and you will not have to provide Evidence of Insurability. [If you become covered again under this paragraph, the Pre-existing Condition Exclusion will be applied as if there had been no gap in coverage.]]
 - [1. If you are an Insured Person [on the date your school contract terminates] and coverage ends, and then you return to Active Work again within [3 months], the Waiting Period will be waived on the first day of the new contract term and you will not have to provide Evidence of Insurability. [If you become covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.]]
 - 2. If your coverage ends because you fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then you return to Active Work and enroll for coverage within 31 days of the earlier of:
 - a) the end of the period of leave you and your Employer agreed upon; or
 - b) the end of the 12-week period following the date your leave began,then the Waiting Period will be waived and you will not have to provide Evidence of Insurability. [If you become covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.]
 - 3. In all other cases, if your coverage ends because you fail to make the required contribution, you must provide Evidence of Insurability to become covered again.
 - 4. In no event will insurance coverage be retroactive.

[VIII. DEFINITION OF DISABILITY]

- [A. During the Elimination Period and your Own Occupation Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform a majority of the Material Duties of your Own Occupation.
- B. After your Own Occupation Period ends, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform a majority of the Material Duties of Any Occupation.
- C. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- D. If, with Reasonable Accommodations, you could perform a majority of your Material Duties, you will not be considered Disabled. An Employer's failure or unwillingness to provide Reasonable Accommodations does not constitute the inability to perform a Material Duty. **Reasonable Accommodations** means modifications or adjustments in the work environment or the way things are usually done that would enable you to perform your Material Duties.
- [E. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]
- F. Your Own Occupation Period and Any Occupation Period are specified in the "Schedule of Benefits".]
- [G. During the Elimination Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform a majority of the Material Duties of your Own Occupation.
- H. During your Own Occupation Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform one or more of the Material Duties of your Own Occupation, and, due to such inability, your Work Earnings are less than [80%] of your [Indexed] Predisability Earnings, and you are incapable of earning [80%] or more of your [Indexed] Predisability Earnings.

Your Work Earnings may be Deductible Income. See the "LTD Benefit Calculation" and "Deductible Income" sections.

- I. After your Own Occupation Period ends, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, your Work Earnings are less than [80%] of your [Indexed] Predisability Earnings, and you are incapable of earning [80%] or more of your [Indexed] Predisability Earnings.

Your Work Earnings may be Deductible Income. See the "LTD Benefit Calculation" and "Deductible Income" sections.

- J. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- [K. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]
- L. Your Own Occupation Period and Any Occupation Period are specified in the "Schedule of Benefits".]

[M. **Disability or Disabled** means that during the Elimination Period and your Own Occupation Period you are, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform one or more of the Material Duties of your Own Occupation, and, due to such inability, your Work Earnings are less than [80%] of your [Indexed] Predisability Earnings, and you are incapable of earning [80%] or more of your [Indexed] Predisability Earnings.

Your Work Earnings may be Deductible Income. See the “LTD Benefit Calculation” and “Deductible Income” sections.

N. After your Own Occupation Period ends, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, your Work Earnings are less than [80%] of your [Indexed] Predisability Earnings, and you are incapable of earning [80%] or more of your [Indexed] Predisability Earnings.

Your Work Earnings may be Deductible Income. See the “LTD Benefit Calculation” and “Deductible Income” sections.

O. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.

[P. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]

Q. Your Own Occupation Period and Any Occupation Period are specified in the “Schedule of Benefits”.]

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[VIII. DEFINITION OF DISABILITY (SS Qualified Option)

A. **Disability and Disabled** means a disability that meets the criteria established by the Social Security Act for the receipt of SSDI benefits, which are as follows:

1. The inability to engage in any Substantial Gainful Activity due to any medically necessary determinable physical or mental impairment.
2. The condition can be expected to result in death or has lasted or can be expected to last for a continuous period of [twelve (12)] months or more.

B. **Substantial Gainful Activity** means activity of a nature generally performed as work for remuneration or profit. This involves the performance of significant physical or mental duties or a combination of the two. Work will be considered substantial even if it is performed part-time and even if it is less demanding and less responsible than your former work. Work will be considered gainful even if it pays less than your former work.

C. Qualifying for Benefits.

1. To qualify for LTD Benefits, you must apply for both SSDI benefits and State Retirement System (SRS) disability benefits before the end of [twenty-four (24)] months of a continuous period of disability. If you do not apply within this period, benefits will terminate at the end of this [twenty-four (24)] month period.
2. This period will be extended if one of the following is true:
 - a) You did not apply for SSDI benefits because you are not a participant in any of the programs available through the Social Security Administration and are therefore ineligible for SSDI benefits.
 - b) You are not eligible for a disability benefit from SRS or a state employee trust fund.
3. You must continue to incur a covered loss and you must be Disabled.

- D. If SSDI benefits are awarded, we will presume that you are Disabled. We will then pay you a monthly Benefit. Payments will continue as long as you continue to incur a covered loss and receive SSDI benefits. Such payments are subject to the Maximum Benefit Period and any other provisions that apply under the Group Policy.
- E. If SSDI benefits are not awarded, we will presume that you are not Disabled beyond [24 months], and Benefits will terminate at the end of the initial [24 months]. If you believe, however, that the weight of the evidence clearly contradicts the SSDI determination, you will have the right, upon request, to receive our application of the SSDI standard. If we determine that you meet the Definition Disability, the Company will pay you a monthly benefit. This will continue as long as you continue to incur a covered loss, and continue, in our sole discretion, to meet the definition of Disability under this section. Payment of benefits is subject to the Maximum Benefit Period specified in the "Schedule of Benefits".
- F. If you do not apply for SSDI benefits because you are ineligible for an SSDI determination, we will apply the SSDI standard. If we determine that you meet the definition of Disability under this section, we will pay you a monthly benefit. This will continue as long as you continue to incur a covered loss, and continue, in our sole discretion, to meet the definition of Disability under this section. Payment of benefits is subject to the Maximum Benefit Period specified in the "Schedule of Benefits".
- G. If your Benefits terminate because you are not receiving SSDI benefits, the Company will reinstate your Benefits retroactive to the date of termination if both of the following are true:
 - 1. On the date of termination of Benefits you had applied for and were awaiting an initial SSDI determination or a decision on an administrative approval of an adverse initial determination.
 - 2. It is subsequently determined that you were entitled to SSDI benefits prior to the date on which Benefits under this Option terminated.
- H. If the Benefits provided by this Option are changed while coverage is in effect, the changes will apply to you only if your Period of Disability began after the effective date of the change. The Benefits in force on your Date of Disability will continue to apply to you during the Period of Disability even if the Benefits provided by this Option are changed after that date.
- I. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- [J. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]
- K. Your Own Occupation Period and Any Occupation Period are specified in the "Schedule of Benefits".]

SSL-GLDI-C1301-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

- A. If, during the Elimination Period, you return to Active Work at your Own Occupation or Any Occupation with your Employer and you then become Disabled again from the same or related cause(s), the Elimination Period will be determined as follows:
 - 1. If your return to Active Work is for a total of [ten or less working days], the Elimination Period will be counted from the first day of the first period of Disability. The number of days you return to work will be added to and extend the Elimination Period by that number of days.

2. If the return to Active Work is for a total of more than [ten working days], the Elimination Period will start over and apply in full to the new period of Disability.

B. For the purposes of this provision, any day for which you receive pay will be considered a working day.]

SSL-GLDI-C1400-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

- A. If your Disability ceases during the Elimination Period for 30 days or less, then the Disability will be treated as continuous. However, days that you are not Disabled will not count toward the Elimination Period.]

SSL-GLDI-C1401-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

- A. If, during the Elimination Period, you return to Active Work at your Own Occupation or Any Occupation, and then become Disabled again from the same or a related cause(s), then only days of Disability due to the same or a related Sickness or injury will count towards the satisfaction of the Elimination Period, provided that [60] days of Disability due to the same or a related Sickness or Injury are completed with a [120] day period.]

SSL-GLDI-C1402-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

- A. During the Elimination Period successive periods of Disability shall be deemed to be one period of Disability if due to the same or related causes and if not separated by more than [7] calendar days. In no event will more than [14] calendar days of interruption of Disability be allowed in one Elimination Period.]

SSL-GLDI-C1403-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

- A. If you are Disabled for at least 30 calendar days in a row, and then return to Active Work and again become Disabled from the same or a related cause while the Group Policy is in force, the Elimination Period will be affected as follows:
1. If your return to Active Work is for a total of [7] work days or less, we will count the Elimination Period from the first day of the original period of Disability. The Elimination Period will not be increased by the number of days of return to Active Work.
 2. If your return to Active Work is for a total of at least [8] work days but not more than a total of [30] calendar days, we will count the Elimination Period from the first day of the original period of Disability. The Elimination Period will be increased by the number of days of return to Active Work.
 3. If your return to Active Work is for a total of [31] or more calendar days, the Elimination Period will start over and apply to the new period of Disability.
- B. Any part of a calendar day on which there has been a return to Active Work will count as a whole day. Fractions of days will not be added together for credit under this provision.]

SSL-GLDI-C1404-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

SSL-GLDI-C1405-(05/08)-NT

- A. If you are Disabled, you will not be penalized for trying to work during the Elimination Period. The following scale shows the number of days your disability can cease without being required to satisfy a new Elimination Period.

Elimination Period	Number of Days Disability Can Cease
[30] days or more	up to [10] days
[60] days or more	up to [20] days
[90] days or more	up to [30] days
[180] days or more	up to [60] days

- B. For accumulating days of Disability to satisfy the Elimination Period, the following will apply:
1. A period of Disability will be treated as continuous during the Elimination Period unless you are determined to be neither totally nor partially disabled for more than the number of days allowed in the schedule above, or as otherwise specified on the “Schedule of Benefits” page; and
 2. Days the Insured is not totally or partially disabled will not be used to satisfy the Elimination Period, and may be consecutive or intermittent.]

SSL-GLDI-C1405-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD]

- A. Interruption of your Elimination Period is limited to [one work day] or the number of sick leave days left (whichever is greater) without starting a new Elimination Period, so long as the days of Disability are:
1. due to the same or a related condition and
 2. occur within a [two-day] period or are equivalent to [twice] the number of remaining sick leave days that are left, whichever is greater.]

SSL-GLDI-C1406-(05/08)-NT

X. RECURRENT DISABILITY

- A. If you return to work for your Employer from a Disability for which benefits were payable under the Group Policy and then become Disabled again due to the same or related cause, we will treat the separate periods of Disability as one period of continuous Disability, provided you are continuously insured under the Group Policy during the period of recovery and the period of recovery does not exceed [six months]. Benefits resume on the date your Disability recurs.
- B. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again due to an unrelated cause, we will treat the subsequent Disability as a new claim, subject to all of the terms of the Group Policy.
- C. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again more than [six months] after you return to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Group Policy.
- D. For the purposes of this provision, if your occupation with the Employer does not allow you to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, we will consider you to have returned to work if you would have been able to return to work had work been regularly scheduled.

SSL-GLDI-C1500-(05/08)-NT

XI. WHEN LTD BENEFITS END

- A. Your LTD Benefits end automatically on the earliest of the following:
1. The date you are no longer Disabled;
 2. The date your Maximum Benefit Period ends;
 3. The date you die;
 4. The date you become eligible for coverage under any other group LTD plan under which you become insured through employment;
 5. The date you fail to provide satisfactory objective medical evidence of continued Disability;
 6. The date you fail to comply with our request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of our choice;
 7. The date you refuse to accept an accommodated position in your Own Occupation, offered by your Employer, which you are able to perform;
 8. The date at which you have resided outside of the United States or Canada for 6 months;
 9. The date you are confined in a penal or correctional institution or under house arrest;
 10. The date you fail to comply with any requirements set forth in the "Responsibilities of Disabled Insureds" section.
 - [11. The date you are able to work [and earn [80%] of your [Indexed] Predisability Earnings] but choose not to.]

SSL-GLDI-C1600-(05/08)-NT

XII. PREDISABILITY EARNINGS

- A. **Predisability Earnings** means your earnings in effect on your last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Group Policy, any subsequent change in your earnings will not affect your Predisability Earnings.
- B. Methods of Calculating Predisability Earnings
1. Salaried Employees. Your monthly Predisability Earnings are equal to your annual Predisability Earnings divided by twelve.
 2. Hourly Employees. If you are paid hourly, your monthly Predisability Earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, not to exceed [173] hours. If you do not have regular work hours, your monthly Predisability Earnings are based on the average number of hours you worked per month during the preceding [12 calendar months] (or during your period of employment if less than 12 months), not to exceed [173] hours.
- C. **Predisability Earnings** includes the following:
1. your base rate of pay;
 - [2. commissions averaged over the preceding [24 month] period or over the period of your employment if less than [24 months];]
 - [3. bonuses averaged over the preceding [36 month] period or over the period of your employment if less than [36 months];]
 - [4. overtime pay;]
 - [5. pay for extracurricular activities;]
 - [6. longevity pay;]
 - [7. extra duty pay;]
 - [8. supplemental pay;]
 - [9. shift differential;]
 - [10. your Employer's contributions to your health insurance premium;]
 - [11. your Employer's contributions to a Tax Sheltered Annuity (TSA);]

- [12. contributions you make through a salary reduction agreement with your Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or
 - b) an executive nonqualified deferred compensation arrangement;]
- [13. amounts contributed by you to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;]
- [14. your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;]
- [15. any other extra compensation.]

D. Predisability Earnings does not include the following:

- [1. commissions;]
- [2. bonuses;]
- [3. overtime pay;]
- [4. pay for extracurricular activities;]
- [5. longevity pay;]
- [6. extra duty pay;]
- [7. supplemental pay;]
- [8. shift differential;]
- [9. your Employer's contributions to your health insurance premium;]
- [10. your Employer's contributions to a Tax Sheltered Annuity (TSA);]
- [11. contributions you make through a salary reduction agreement with your Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or
 - b) an executive nonqualified deferred compensation arrangement;]
- [12. amounts contributed by you to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;]
- [13. your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;]
- [14. any other extra compensation.]

E. Notwithstanding Section A above, in no event will your monthly Predisability Earnings exceed either the monthly salary for which premiums have been paid or the Maximum Monthly Covered Salary.

SSL-GLDI-C1700-(05/08)-NT

[XIII. LTD BENEFIT CALCULATION

[A. For the first 12 months of Disability following the Elimination Period, your LTD Benefit will be determined for each two-week period as follows:

1. Divide your annual Predisability Earnings by 12 to determine your monthly Predisability Earnings.
2. Multiply Predisability Earnings by the LTD Benefit Percentage to determine your monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.

- [3. Your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$, up to 80% of your monthly Predisability Earnings], where:
- A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 - B = monthly [Indexed]Predisability Earnings.
 - C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

4. Subtract monthly Deductible Income from the Gross LTD Benefit to determine your monthly LTD Benefit (subject to the Minimum Monthly Benefit).]
 5. Multiply your monthly LTD Benefit by 12 to determine your annual LTD Benefit.
 6. Divide your annual LTD Benefit by the number of scheduled work days in your contracted work year to determine your daily LTD Benefit.
 7. For each two-week period in which you are scheduled to work, multiply the daily LTD Benefit by the number of scheduled work days that you are unable to work due to Disability to determine your LTD Benefit for that two-week period.
 8. During the first 12 months of Disability following the Elimination Period, we will not pay LTD Benefits to you for weeks that you are not ordinarily scheduled to work.
- B. After the first 12 months of disability following the Elimination Period your LTD Benefit will be determined as follows.
1. Divide your annual Predisability Earnings by 12 to determine your monthly Predisability Earnings.
 2. Multiply your monthly Predisability Earnings by the LTD Benefit Percentage to determine your monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.
 3. Your monthly **LTD Benefit** [is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).][[is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows:
 - a) During remainder of the Work Incentive Period, your LTD Benefit will be equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit);
 - b) Upon expiration of the Work Incentive Period, your LTD Benefit will be calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]]
- C. Your monthly **Gross LTD Benefit** is equal to the lesser of your monthly Predisability Earnings times the LTD Benefit Percentage, [the Gross LTD Benefit Flat Amount,]or the Maximum Monthly Benefit.
- D. Your monthly **LTD Benefit** [is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.

B = monthly [Indexed]Predisability Earnings.

C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).][[is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows:

1. During the Work Incentive Period, Your LTD Benefit will be equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit);
2. Upon expiration of the Work Incentive Period, your LTD Benefit will be calculated as follows (subject to the Minimum Monthly Benefit):(A ÷ B) x C[, up to 80% of your monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]]

SSL-GLDI-C1800-(05/08)-NT

[XIII. LTD BENEFIT CALCULATION

[A. For the first 12 months of Disability following the Elimination Period, your LTD Benefit will be determined for each two-week period as follows:

1. Divide your annual Predisability Earnings by 12 to determine your monthly Predisability Earnings.
2. **Gross LTD Benefit.** Multiply Predisability Earnings by the LTD Benefit Percentage to determine your monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.
3. **LTD Benefit.** Your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): (A ÷ B) x C[, up to 80% of your monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus any excess, if any, of your monthly Gross LTD Benefit plus Deductible Income (exclusive of Work Earnings), over the All Sources Threshold.]
4. **LTD Benefit.** Your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income (exclusive of Work Earnings) over the All Sources Threshold. (subject to the Minimum Monthly Benefit).]
5. Multiply your monthly LTD Benefit by 12 to determine your annual LTD Benefit.
6. Divide your annual LTD Benefit by the number of scheduled work days in your contracted work year to determine your daily LTD Benefit.
7. For each two-week period in which you are scheduled to work, multiply the daily LTD Benefit by the number of scheduled work days that you are unable to work due to Disability to determine your LTD Benefit for that two-week period.
8. During the first 12 months of Disability following the Elimination Period, we will not pay LTD Benefits to you for weeks that you are not ordinarily scheduled to work.

B. After the first 12 months of disability following the Elimination Period your LTD Benefit will be determined as follows.

1. Divide your annual Predisability Earnings by 12 to determine your monthly Predisability Earnings.
2. Multiply your monthly Predisability Earnings by the LTD Benefit Percentage to determine your monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.

[3. LTD Benefit

- a) If the month for which benefits are being calculated falls within the All Sources Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
- b) If the month for which benefits are being calculated falls after the All Sources Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).]

[4. LTD Benefit

- a) During the All Sources Period, your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of your monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income (exclusive of Work Earnings), over the All Sources Threshold.
- b) Upon expiration of the All Sources Period, your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of your monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

[5. LTD Benefit

- a) If the month for which benefits are being calculated falls within both the Work Incentive and the All Sources Periods, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
- b) If the month for which benefits are being calculated falls after expiration of the Work Incentive Period but within the All Sources Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
- c) If the month for which benefits are being calculated falls after expiration of the All Sources Period but within the Work Incentive Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).

- d) If the month for which benefits are being calculated falls after expiration of both the All Sources and the Work Incentive Periods, your monthly LTD Benefit [is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]

[C. **Gross LTD Benefit.** Your monthly Gross LTD Benefit is equal to the lesser of your monthly Predisability Earnings times the LTD Benefit Percentage, [the Gross LTD Benefit Flat Amount,]or the Maximum Monthly Benefit.

[D. **LTD Benefit**

1. If the month for which benefits are being calculated falls within the All Sources Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the month for which benefits are being calculated falls after the All Sources Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).]

[E. **LTD Benefit**

1. If the month for which benefits are being calculated falls within the All Sources Period, your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income (exclusive of Work Earnings), over the All Sources Threshold.
2. Upon expiration of the All Sources Period, your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

[F. **LTD Benefit**

1. If the month for which benefits are being calculated falls within both the Work Incentive and the All Sources Periods, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the month for which benefits are being calculated falls after expiration of the Work Incentive Period but within the All Sources Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).

3. If the month for which benefits are being calculated falls after expiration of the All Sources Period but within the Work Incentive Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).
4. If the month for which benefits are being calculated falls after expiration of both the All Sources and the Work Incentive Periods, your monthly LTD Benefit [is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$, up to 80% of your monthly Predisability Earnings], where:
 - A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 - B = monthly [Indexed]Predisability Earnings.
 - C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]

G. All Sources Benefit Definitions

1. **All Sources Threshold** means [70%] of your Predisability Earnings.
2. **All Sources Period** [means the duration of benefits][means the first [24] months of benefits].

SSL-GLDI-C1801-(05/08)-NT

[XIII. LTD BENEFIT CALCULATION

[A For the first 12 months of Disability following the Elimination Period, your LTD Benefit will be determined for each two-week period as follows:

1. Divide your annual Predisability Earnings by 12 to determine your monthly Predisability Earnings.
2. **Gross LTD Benefit.** Multiply Predisability Earnings by the LTD Benefit Percentage to determine your monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.
- [3. **LTD Benefit.** Your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$, up to 80% of your monthly Predisability Earnings], where:
 - A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 - B = monthly [Indexed]Predisability Earnings.
 - C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount, over the Some Sources Threshold.]
- [4. **LTD Benefit.** Your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).]
5. Multiply your monthly LTD Benefit by 12 to determine your annual LTD Benefit.
6. Divide your annual LTD Benefit by the number of scheduled work days in your contracted work year to determine your daily LTD Benefit.
7. For each two-week period in which you are scheduled to work, multiply the daily LTD Benefit by the number of scheduled work days that you are unable to work due to Disability to determine your LTD Benefit for that two-week period.

8. During the first 12 months of Disability following the Elimination Period, we will not pay LTD Benefits to you for weeks that you are not ordinarily scheduled to work.
- B. After the first 12 months of disability following the Elimination Period your LTD Benefit will be determined as follows.
1. Divide your annual Predisability Earnings by 12 to determine your monthly Predisability Earnings.
 2. Multiply your monthly Predisability Earnings by the LTD Benefit Percentage to determine your monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.

[3. LTD Benefit

- a) If the Some Sources Benefit applies in the month for which benefits are being calculated, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
- b) If the Some Sources Benefit does not apply in the month for which benefits are being calculated, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).]

[4. LTD Benefit

- a) If the Some Sources Benefit applies in the month for which benefits are being calculated, your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount, over the Some Sources Threshold.
- b) If the Some Sources Benefit does not apply in the month for which benefits are being calculated, your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

[5. LTD Benefit

- a) If the month for which benefits are being calculated falls within the Work Incentive period and the Some Sources Benefit applies, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
- b) If the month for which benefits are being calculated falls after expiration of the Work Incentive Period but the Some Sources Benefit applies, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
- c) If the month for which benefits are being calculated falls within the Work Incentive Period but the Some Sources Benefit does not apply, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).

- d) If the month for which benefits are being calculated falls after expiration of the Work Incentive Period and the Some Sources Benefit does not apply, your monthly LTD Benefit [is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]

[C. **Gross LTD Benefit.** Your monthly Gross LTD Benefit is equal to the lesser of your monthly Predisability Earnings times the LTD Benefit Percentage[, the Gross LTD Benefit Flat Amount,] or the Maximum Monthly Benefit.

[D. **LTD Benefit**

1. If the Some Sources Benefit applies in the month for which benefits are being calculated, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the Some Sources Benefit does not apply in the month for which benefits are being calculated, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).]

[E. **LTD Benefit**

1. If the Some Sources Benefit applies in the month for which benefits are being calculated, your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold.
2. If the Some Sources Benefit does not apply in the month for which benefits are being calculated, your monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

[F. **LTD Benefit**

1. If the month for which benefits are being calculated falls within the Work Incentive Period and the Some Sources Benefit applies, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the month for which benefits are being calculated falls after expiration of the Work Incentive Period but the Some Sources Benefit applies, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus any excess of your monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).

3. If the month for which benefits are being calculated falls within the Work Incentive Period but the Some Sources Benefit does not apply, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).
4. If the month for which benefits are being calculated falls after expiration of the Work Incentive Period and the Some Sources Benefit does not apply, your monthly LTD Benefit [[is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit):(A ÷ B) x C[, up to 80% of your monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]]

G. Some Sources Benefit

1. The Some Sources Benefit applies if:
 - a) the month for which benefits are being calculated falls within the Some Sources Period; and
 - b) in the month for which benefits are being calculated, you are receiving Workers Compensation benefits or two or more other types of Deductible Income.
2. **Some Sources Amount** is equal to the sum of the amounts you receive under sections [4, 5 and 6] of the “Deductible Income” section, in the month for which benefits are being calculated.
3. **Some Sources Threshold** means [70%] of your Predisability Earnings.
4. **Some Sources Period** [means the duration of benefits][means the first [24] months of benefits].

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XIV. DEDUCTIBLE INCOME

- [A. Your Gross LTD Benefit will always be reduced by Deductible Income which is available to you or which you are eligible to receive as a result of your Disability, whether or not you apply for and receive such payments or benefits[, with the exception of [IPERS/NSERS/ISTRF/PERF]]. The Deductible Income that we will subtract from your Gross LTD Benefit is listed below.]
- B. To receive the full measure of income under the Group Policy, you must apply for all Deductible Income for which you may be eligible[, with the exception of [IPERS/NSERS/ISTRF/PERF],] as soon as you are entitled to such benefits. If you do not apply for and actively pursue in good faith all Deductible Income for which you may be eligible, we may make our own conclusion as to whether you are entitled to those benefits. If we reasonably and in good faith determine that you are entitled to Deductible Income, we will estimate the amount of those benefits and reduce the Gross LTD Benefit by that estimated amount as of the date on which we deem you were eligible to receive Deductible Income. Integration of the estimated amount of Deductible Income that we have determined is available to you will continue until you provide us with proof that you have filed the appropriate application(s) and continue to actively pursue Deductible Income.

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you receive the Deductible Income in another month.

- C. If you are paid Deductible Income in a lump sum, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will make a reasonable estimate.
- D. We will not estimate the amount of Deductible Income nor reduce your Gross LTD Benefit by any amounts for which applications or administrative appeals for Deductible Income are pending, provided that you:

1. apply for in good faith and pursue to our satisfaction all Deductible Income for which we determine you might be eligible;
2. designate, at our request, an agent endorsed by us as your representative in the application process and cooperate with that representative at all stages of the application process;
3. keep us informed on a timely basis of the status of all applications for Deductible Income;
4. sign a Reimbursement Agreement; and
5. pursue administrative appeals of Deductible Income denials.

E. **Deductible Income** includes the following:

[1. Sick pay (including donated amounts and paid time off);]

[1. Any excess of Sick pay (including donated amounts and paid time off) plus your LTD Benefit over 100% of your Predisability Earnings immediately prior to the onset of your Disability.]

[1. Sick pay (including donated amounts and paid time off) as follows: If you have satisfied the Elimination Period and have accumulated sick pay in excess of the number of days specified in the Elimination Period, you may elect to receive either:

- a) full LTD Benefits under the Group Policy; or
- b) that portion of sick leave from the Employer which, when added to a portion of the LTD Benefit, will equal but not exceed 100% of your Predisability Earnings immediately prior to the onset of Disability[, up to a maximum of 120 days]. [Excess sick leave will be banked for future use.] Any excess of sick pay paid plus LTD Benefit over 100% of your Predisability Earnings will be included in Deductible Income.]

[2. Annual or personal leave pay, severance pay, or other salary continuation, payable to you by your Employer [after [6] months from the date of Disability];

[3. Your Work Earnings;]

[3. [Fifty] percent of your Work Earnings;]

[3. (*Work Earnings are offset as provided in the “LTD Benefit Calculation” section*);]

[3. Work Earnings as follows:

a) During the first [12 months] of benefits, if the total amount of your Gross LTD Benefit plus the amount you receive from Work Earnings exceeds 100% of your Predisability Earnings, the amount in excess of 100% of your Predisability Earnings will be included in Deductible Income;

[b) After the first [12 months] of benefits, [50%/100%] of your Work Earnings will be included in Deductible Income.]

[b) After the first [12 months] of benefits, your Work Earnings will be offset as provided in the “LTD Benefit Calculation” section.]]

4. Any amount you receive or are eligible to receive because of your Disability under any of the following:

- a) a Workers’ Compensation Law to the extent we, at our discretion, determine that these amounts are of the general character as payments provided under the Group Policy for Disability;
- b) the Jones Act;
- c) Maritime Doctrine of Maintenance, Wages or Cure;

- d) Longshoremen's and Harbor Worker's Act;
- e) any similar act or law;

- [5. The amount that you, your Spouse and children receive or are eligible to receive because of your Disability, or retirement benefits under:
- a) the United States Social Security Act[, however, during the first 12 months you are eligible to receive Social Security disability payments, only 50% of such payments will be counted as Deductible Income];
 - b) the Canada Pension Plan;
 - c) the Quebec Pension Plan;
 - d) the Railroad Retirement Act; or
 - e) any similar Plan or Act;

Benefits your Spouse or a child receive or are eligible to receive because of your Disability are Deductible Income regardless of the marital status, custody, or place of residence;]

- [5. The amount that you receive or are eligible to receive because of your Disability, or retirement benefits, under:
- f) the United States Social Security Act[. However, during the first [12 months] you are eligible to receive Social Security disability payments, only [50%] of such payments will be counted as Deductible Income];
 - g) the Canada Pension Plan;
 - h) the Quebec Pension Plan;
 - i) the Railroad Retirement Act; or
 - j) any similar Plan or Act;]
6. Any amount you receive or are eligible to receive because of your Disability under any state disability income benefit law or similar law;
7. Except as specifically excluded below, any amount you receive or are eligible to receive because of your Disability under automobile insurance or any group insurance coverage;
8. Retirement plans
- a) Any disability or retirement benefits you receive or are eligible to receive because of your Disability under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;
 - b) If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
 - c) Your and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan;
9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law;
10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your Disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees;
11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;

12. Any amount you receive under any “no fault” motor vehicle plan.

F. Deductible Income does not include the following:

- [1. Any cost of living increases in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.]
- [2. Any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after LTD Benefit payments begin;]
- [3. Fifty percent of any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after LTD Benefit payments begin;]
- [4. Any increase in benefits under Worker’s Compensation or any Occupational Disease Act or Law made after LTD Benefit payments begin;]
5. Reimbursement for hospital, medical or surgical expense;
6. Reasonable attorneys’ fees incurred in connection with a claim for Deductible Income;
7. Benefits from any individual disability insurance policy;
8. Early retirement benefits under the Federal Social Security Act which are not received;
9. Group credit or mortgage disability insurance benefits;
10. Accelerated benefits paid under a life insurance policy;
11. Under your Employer’s retirement plan, any amount you could have received upon termination of employment without being disabled or retired;
12. Benefits from the following:
 - a) Profit sharing plan;
 - b) Thrift or savings plan;
 - c) Deferred compensation plan;
 - d) Plan under IRC Section 401(k), 408(k), or 457;
 - e) Individual Retirement Account (IRA);
 - f) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
 - g) Stock ownership plan;
 - h) Keogh (HR-10) plan;
 - i) Retirement plan under a professional service corporation with respect to principals.

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XV. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

- A. During each period of continuous Disability, we will pay LTD Benefits according to the terms of your Employer’s coverage under the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:
1. any amendment to the Group Policy or your Employer’s coverage under the Group Policy that is effective after you become Disabled.
 2. termination of the Group Policy or your Employer’s coverage under the Group Policy after you become Disabled.

XVI. EFFECT OF NEW DISABILITY

- A. If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled, subject to the following:
1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period;
 2. The “Exclusions” and “Limitations” sections will apply to the new cause of Disability.

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XVII. EXCLUSIONS

- A. War. You are not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties, or acts of terrorism.
- B. Criminal Conduct. You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault, battery, or any other crime. You are not covered for a Disability caused as a result of your engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- C. Military Leave. You are not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.
- D. Imprisonment. No LTD Benefits will be paid for any period of Disability when you are, for any reason, confined in a penal or correctional institution or under house arrest.
- E. Intentionally Self-Inflicted Injury-Suicide. You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.
- [F. Pre-existing Condition.
- [1. You are not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless:
 - a) you have not received treatment for the Pre-existing Condition for [6] consecutive months from the effective date of your insurance][, or]
 - b) you have been continuously insured under the Group Policy for at least [12 months] and have been Actively at Work for at least [one full day] after the end of the [12 months].]
 - [1. You are not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless you have been continuously insured under the Group Policy for at least [12 months] and have been Actively at Work for at least [one full day] after the end of that [12 months].]
 2. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which you have consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the [3 month] period just before the effective date of your insurance under the Group Policy.]

[G. Elective Surgery

1. You are not covered for a Disability caused or contributed to by any surgery or other procedure which:
 - a) is not medically necessary; or
 - b) does not promote the proper function of your body or prevent or treat Physical Disease or Injury; or
 - c) is directed at improving your appearance, unless such surgery or procedure is necessary to correct a deformity resulting from a congenital abnormality or a disfiguring Physical Disease or Injury.]
- [2. This exclusion will not apply to a Disability caused or contributed to by your donation of an organ. However, LTD Benefits will not be payable for more than [24 months], even if you are still Disabled from the Organ Transplant Procedure.]]

[H. Failure to be Under the Regular Care of a Physician.

1. You are not covered for a Disability when you are not under the Regular Care of a Physician in the appropriate specialty as determined by us, providing appropriate treatment in accordance with the Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder that caused the Disability.
2. You are not covered for a Disability that has not been diagnosed by your attending Physician. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his or her opinion as to why you are not able to perform the Material Duties of your occupation.]

[I. Failure of Obligations. You are not covered for a Disability when you fail to satisfy your obligations as required under this Certificate.]

[J. Occupational Disability. [You are not covered for a Disability arising out of or in the course of any employment for wage or profit.] [You are not covered for any Disability for which Worker's Compensation benefits are payable.]]

[K. Motor-driven Vehicle. You are not covered for a Disability caused or contributed to by your riding in or driving any motor-driven vehicle in a race, stunt show, or speed test; or while testing any vehicle on any racecourse or speedway.]

[L. Sporting Event. You are not covered for a Disability that occurs as a result of participating in any sporting event for pay or prize money.]

[M. Aircraft. You are not covered for a Disability that occurs as a result of operating, learning to operate, serving as a crew member on, or jumping from or falling from any aircraft including those which are not motor-driven.]

[N. Poison - Gas. You are not covered for a Disability caused or contributed to by your voluntary taking of poison or inhaling of gas.]

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XVIII. LIMITATIONS

[[A. Mental Disorders[, Special Conditions] and Substance Abuse

1. LTD Benefit payments based on a Mental Disorder[, Special Condition] or Substance Abuse are limited to [24 months] [for each period of continuous Disability. This is not a separate maximum for each such condition, but a combined maximum for Mental Disorders[, Special Conditions] or Substance Abuse, either separate or combined.] [during your lifetime. This is not a separate maximum for each such

condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for Mental Disorders[, Special Conditions] or Substance Abuse, either separate or combined.]

2. If your Disability is caused by Substance Abuse, you must be participating in an available rehabilitative program recommended by a Physician. An available rehabilitative program is a substance abuse program available to you through either: (i) another group plan of your employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to you. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:
 - a) the date on which LTD Benefits have been paid for the maximum duration specified in subsections A1 and A3 or under the Maximum Benefit Period;
 - b) the date you are no longer participating in the rehabilitative program;
 - c) the date you refuse to participate in an available rehabilitative program; or
 - d) the date you complete the rehabilitative program.
3. Exception to [24] month limitation. [If at the end of that [24] months, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders[, Special Conditions] or Substance Abuse, for at least [12] days immediately following that [24] month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.] [If at the end of that [24] months, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders[, Special Conditions] or Substance Abuse, for at least [12] days immediately following that [24] month period, LTD Benefits will continue for up to an additional [120] consecutive days following the date confinement ends, not to exceed the Maximum Benefit Period.]
 - a) If at the end of that [24] month period, you are confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders[, Special Conditions] or Substance Abuse, then the benefit period may be extended to include the time during which you remain confined, not to exceed the Maximum Benefit Period.
 - b) Benefits will be payable for the length of the confinement and for up to [60 days] following the end of the confinement. If you are Hospital confined again during the [60 day period] for at least [10 consecutive days], benefits will be payable for the length of the second confinement and for up to [60 days] following the end of the second confinement.]

[If at the end of that [24] months, you are receiving Social Security disability benefits for such condition, LTD Benefits will continue while such Social Security benefits for such continue, subject to the Maximum Benefit Period.]]

[B. Mental Disorders are not covered under the Group Policy.]]

[C. Mental Disorder

1. LTD Benefit payments based on a Mental Disorder are limited to [24 months] [for each period of continuous Disability] [during your lifetime].
2. Exception to [24] month limitation. [If at the end of that [24] months, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [24] month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.] [If at the end of that [24] months, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [24] month period, LTD Benefits will continue for up to an additional [120] consecutive days following the date confinement ends, not to exceed the Maximum Benefit Period.]

- a) If at the end of that [24] month period, you are confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders, then the benefit period may be extended to include the time during which you remain confined, not to exceed the Maximum Benefit Period.
- b) Benefits will be payable for the length of the confinement and for up to [60 days] following the end of the confinement. If you are Hospital confined again during the [60 day period] for at least [10 consecutive days], benefits will be payable for the length of the second confinement and for up to [60 days] following the end of the second confinement.]

[If at the end of that [24] months, you are receiving Social Security disability benefits for such condition, LTD Benefits will continue while SSDI benefits continue, subject to the Maximum Benefit Period.]]

[D. Substance Abuse is not covered under the Group Policy.]

[E. Substance Abuse

1. LTD Benefit payments based on Substance Abuse are limited to [24 months] [for each period of continuous Disability] [during your lifetime]. You must be participating in an available substance abuse rehabilitative program recommended by a Physician. An available substance abuse rehabilitative program is a program available to you through either: (i) another group plan of your employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to you. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:
 - a) the date at which LTD Benefits have been paid for [24 months];
 - b) the date you are no longer participating in the rehabilitative program;
 - c) the date you refuse to participate in an available rehabilitative program; or
 - d) the date you complete the rehabilitative program.
2. Exception to [24] month limitation. [If at the end of that [24] months, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [12] month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.] [If at the end of that [24] months, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [12] month period, LTD Benefits will continue for up to an additional [120] consecutive days following the date confinement ends, not to exceed the Maximum Benefit Period.]

- a) If at the end of that [24] month period, you are confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders, then the benefit period may be extended to include the time during which you remain confined, not to exceed the Maximum Benefit Period.
- b) Benefits will be payable for the length of the confinement and for up to [60 days] following the end of the confinement. If you are Hospital confined again during the [60 day period] for at least [10 consecutive days], benefits will be payable for the length of the second confinement and for up to [60 days] following the end of the second confinement.]

[If at the end of that [24] months, you are receiving Social Security disability benefits for such condition, LTD Benefits will continue while such Social Security benefits for such continue, subject to the Maximum Benefit Period.]]

[F. Special Conditions

1. When Disability is due in whole or in part to Special Conditions, the Maximum Benefit Period is [24 months] while not Hospital confined. This maximum applies to any and all such periods of Disability during your lifetime.

2. Exception to [24] month limitation. [If at the end of that [24] months, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [12] month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.] [If at the end of that [24] months, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [12] month period, LTD Benefits will continue for up to an additional [120] consecutive days following the date confinement ends, not to exceed the Maximum Benefit Period.]

- (a) If at the end of that [24] month period, you are confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders, then the benefit period may be extended to include the time during which you remain confined, not to exceed the Maximum Benefit Period.
- b) Benefits will be payable for the length of the confinement and for up to [60 days] following the end of the confinement. If you are Hospital confined again during the [60 day period] for at least [10 consecutive days], benefits will be payable for the length of the second confinement and for up to [60 days] following the end of the second confinement.]

[If at the end of that [24] months, you are receiving Social Security disability benefits for such condition, LTD Benefits will continue while such Social Security benefits for such continue, subject to the Maximum Benefit Period.]]

[G. Psychosis. [A condition diagnosed as a psychosis will be covered as a Physical Disease. You must be receiving continuous treatment from a Physician who is certified in psychiatry by the American Board of Psychiatry and Neurology of the American Medical Association.] [All other Mental Disorders and Substance Abuse will not be covered under the Group Policy.]]

[H. Foreign Residency. Payment of LTD Benefits is limited to [6] months for each period of continuous Disability while you reside outside of the United States or Canada.]

[I. Payment Limit. In no event will the LTD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event your LTD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the LTD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings.]

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XIX. RESPONSIBILITIES OF DISABLED INSURED PERSONS

A. Your Obligations During a Period of Disability

1. You must make a good faith effort to recover from, or reduce the severity of, your Disability and the resulting loss of income, or you will forfeit benefits. The Group Policy requires you to take a variety of actions in this regard, including, but not limited to, the following:
- (a) You must accept any position within a broad definition of Own Occupation that you can perform and which your Employer or another employer makes available during the Own Occupation Period regardless of whether the compensation for such work is less than your Predisability Earnings. The income earned will be treated as Work Earnings.]
- b) You must arrange for and use the Regular Care of a Physician. In addition, you must pursue any reasonable medical procedure or treatment that would likely improve your condition or end your Disability, and that does not pose unreasonable risks.

- c) You must submit periodic evidence from your Physician that substantiates, to our satisfaction, that you remain Disabled. This required evidence includes, but is not limited to, objective medical and/or psychiatric evidence from a Physician that confirms your Disability. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his/her opinion as to why you are not able to perform the Material Duties of your Own Occupation or Any Occupation. You must obtain and provide this information at your own expense.
- d) Where they exist, you must engage in appropriate medical and/or occupational rehabilitation programs that are reasonably expected to enable you to return to work. You must notify us when you participate in such a program.
- e) You must appeal denials of Deductible Income and actively pursue such appeals in good faith.
- f) You must promptly provide us with all information that we reasonably decide is necessary to verify and administer your claim for benefits.

[2. Return to Work Responsibility. During the Own Occupation Period, no benefits will be payable and your claim will end if you are able to work in your Own Occupation but choose not to.]

[2. Return to Work Responsibility

- a) During the Own Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and are able to earn at least [80%] of your Indexed Predisability Earnings, but you elect not to work.
- b) During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and are able to earn at least [60%] of your Indexed Predisability Earnings, but elect not to work.
- c) Any earnings you receive from work you perform, or that you could receive if you worked as much as you are able to considering your Disability, that are less than [60%] of your Indexed Predisability Earnings will be treated as Work Earnings.]

3. Duty to Furnish Information. To receive benefits under the Group Policy, you must authorize and direct medical care providers and sources of earnings or Deductible Income to provide us with all information and records that we reasonably determine to be relevant to the determination of benefits or eligibility for benefits. We do not pay fees charged for submitting this information to us. Any such costs will be your responsibility.

B. Our Right to Examine. We may require you to be examined by a Physician, other medical practitioner and/or vocational expert of our choice, in addition to your obligation to be under the Regular Care of a Physician as specified above. In such case, we will pay for the additional examination. You must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Company representative.

[C. Insured Person's Failure to Comply

- 1. We have the right to suspend benefits during any portion of a Disability in which you fail to comply with any of the requirements set forth in this Certificate.
- 2. We have the further right to terminate irrevocably all further benefits under the Group Policy when benefits have been suspended for a period of [6] consecutive months due to your failure to comply with any of the requirements of the Group Policy.]

XX. CLAIMS

A. Notice of Claim

1. Written notice of claim should be given to us within [30 days of the date the Elimination Period ends], if that is possible. If that is not possible, you must notify us as soon as it is reasonably possible to do so.
2. When we receive a written notice of claim, we will send you our claim forms for filing Proof of Loss. If you do not receive the forms within [15 days after written notice of claim is sent], you can send us written Proof of Loss without waiting for the forms.

B. Proof of Loss

1. **Proof of Loss** means all the information necessary to determine that a loss occurred:
 - a) for which the Group Policy provides benefits; and
 - b) which is not subject to any exclusions; and
 - c) which meets all other conditions for benefits.
2. Written Proof of Loss must be furnished to us at our home office no later than [90 days] after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible, but not later than [one year following the end of the 90 day period]. These limits will not apply while an Insured Person lacks legal capacity.
3. Any items we may reasonably require in support of a claim, such as completed claims statements and a signed authorization for us to obtain information including tax information, must be submitted at your expense. If the required documentation is not provided within [60 days after we mail our request], your claim may be denied. No benefits will be paid until we receive Proof of Loss satisfactory to us.

C. Investigation of Claim

1. We may investigate a claim at any time.
2. At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend benefits if you fail to attend an examination, give full effort or cooperate with the examiner.

D. Payment of Claims

1. We will pay LTD Benefits within [30 days after we receive satisfactory Proof of Loss], but not before satisfaction of the Elimination Period.
2. Claim Payment Method. LTD Benefit payments that you qualify for will be paid to you as specified in the "Schedule of Benefits". Payments for partial weekly benefits will be pro-rated based on a [7] day week. Payments for partial monthly benefits will be pro-rated based on a [30] day month.
3. LTD Benefits payable at the time of your death will be paid to the person(s) receiving the "Survivor Benefit" if applicable. If no "Survivor Benefit" is paid, the unpaid LTD Benefits will be paid to your estate.

E. Notice of Adverse Decision on Claim

1. We will notify you of an adverse benefit determination within a reasonable period of time, but not later than [45 days after we receive satisfactory Proof of Loss]. This period may be extended by us for up to [30 days], provided that we determine that such an extension is necessary due to matters beyond our control, and provided that we notify you prior to the end of the initial [45 day period], of the circumstances requiring the extension of time and the date by which we expect to render a decision.

2. If, prior to the end of the first [30 day extension period], we determine that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional [30 days], provided that we notify you prior to the expiration of the first [30 day extension period], of the circumstances requiring the extension and the date as of which we expect to render a decision.
3. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. You will be given at least [45 days] within which to provide the specified information.
4. If we deny any part of your claim, you will receive a written notice of denial containing the following:
 - a) the reasons for our decision;
 - b) reference to the provisions of the Group Policy on which our decision is based;
 - c) a description of any additional information needed to support your claim;
 - d) information concerning your right to a review of our decision.

F. Review Procedure

1. If all or part of a claim is denied, you may request a review. A request for a review must be in writing and received by us within [120] days after you receive notice of the denial.
2. You may send us written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.
3. We will review the claim promptly after we receive the request. We will send you a notice of our decision within [45 days after we receive the request], unless special circumstances require an extension. If we determine that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the expiration of the initial [45 day] period. In no event will such extension exceed a period of [60 days from the end of the initial period].

G. Assignment. The rights and benefits under the Group Policy are not assignable.

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XXI. RIGHT TO REIMBURSEMENT

- A. If we make benefit payments to you in excess of the amounts required by the provisions of this Group Policy or, if you receive retroactive benefits from any Deductible Income source for periods of time during which we paid benefits to you, you must reimburse us for any such excess, duplicate, or erroneous payments.
- B. Before any LTD Benefits are paid to you, you must execute and deliver to us a Reimbursement Agreement, provided by us, setting forth specific terms of reimbursement.
- C. Upon request, you must execute and deliver to us such documents as may be required, and do whatever else may be necessary, to secure our rights to recover any excess, duplicate, or erroneous payments.
- D. You must reimburse us in a satisfactory and timely manner for any payments made to which you were not entitled under the terms of this Policy. Such reimbursement will be due and payable immediately upon our notification to you. At our option, subsequent payment of benefits or the refund of any premium owed to you by us may be reduced or applied by us directly toward such reimbursement obligation. If you delay in notifying us of your receipt of Deductible Income or in making reimbursement to us, we will have the right to charge interest at a reasonable rate on the delinquent amount owed to us.

- E. Our acceptance of premium or other fees, or our providing or paying of benefits, does not constitute a waiver of our rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to us at law or in equity.

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XXII. SUBROGATION

- A. If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.
- B. If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits and such notice will constitute a lien on any judgment recovered.
- C. If you or your legal representatives fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, will be paid to you or as the court may direct.

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XXIII. ALLOCATION OF AUTHORITY

- A. Except for those functions which the Group Policy specifically reserves to the Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims and to interpret the Group Policy and resolve all questions arising in the administration, interpretation and application of the Group Policy.
- B. Our authority includes, but is not limited to the following:
1. the right to resolve all matters when a review has been requested;
 2. the right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
 3. the right to determine the following:
 - a) eligibility for insurance;
 - b) entitlement to benefits;
 - c) the amount of benefits payable;
 - d) the sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.
- C. Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

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XXIV. TIME LIMITS ON LEGAL ACTIONS

- A. No action at law or in equity may be brought until 60 days after we have received Proof of Loss. No such action may be brought more than three years after the earlier of the following:

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1. the date we receive Proof of Loss;
2. the time within which Proof of Loss is required to be given.

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XXV. INCONTESTABILITY PROVISIONS

A. Incontestability of Insurance

1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
 - a) the insurance would not have been approved if we had known the truth; and
 - b) we have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
3. After insurance has been in effect for [two years], during the lifetime of the Insured Person, we will not use a misrepresentation as a basis for reducing or denying a claim, unless it was a fraudulent misrepresentation.

B. Incontestability of the Group Policy

1. Any statements made by the Employer to obtain coverage under the Group Policy is a representation and not a warranty.
2. No misrepresentation by the Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy unless:
 - a) the Group Policy would not have been issued if we had known the truth; and
 - b) we have given the Employer a copy of a written instrument signed by the Employer which contains the misrepresentation.
3. The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

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XXVI. CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

1. Clerical error by us, the Employer, or their respective employees or representatives will not:
 - a) cause a person to become insured under the Group Policy or a provision of it.
 - b) invalidate insurance otherwise validly in force.
 - c) continue insurance otherwise validly terminated.
 - d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
2. In the event that a clerical error results in an incorrect rate, we reserve the right to adjust the rate accordingly.

B. The payment of premium, by itself, will not obligate us to provide benefits to anyone who is not eligible for coverage under the Group Policy.

C. Your Employer acts on its own behalf as your agent, and not as our agent. Your Employer has no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

D. Misstatement of Age or Gender

1. If the age or gender, or both, of a person has been misstated, we will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - a) the amount of insurance based on the correct age and gender; and
 - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

[E. Misstatement of Tobacco Use

1. If a person's use of tobacco has been misstated, we have the following rights:
 - a) The right to make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - (1) the amount of insurance based on the correct tobacco use status; and
 - (2) the difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.
 - b) The right to rescind that person's insurance subject to the "Incontestability Provisions" section. In such case, we will return the premium paid for a person's insurance.]

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XXVII.FRAUD

[A. It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Group Policy and recovery of any amounts we have paid.]

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XXVIII. TERMINATION OR AMENDMENT OF THE GROUP POLICY

- A. The Group Policy may be terminated, changed or amended in whole or in part by us or the Employer according to the terms of the Group Policy. Any such change or amendment may apply to current or future Eligible Persons covered under the Group Policy or to any separate classes or categories thereof.
- B. We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Employer's consent.
- C. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than [31 days] advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Eligible Persons, at any time by giving us advanced written notice at least [31 days] prior to such termination. Insurance will terminate automatically for nonpayment of premium.
- D. Benefits are limited to the terms of the Group Policy, including any valid amendments. No change or amendment of your Employer's coverage will be valid unless it is approved in writing by one of our executive officers and delivered to your Employer. Your Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

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[XXIX. ACCELERATED SURVIVOR BENEFIT

- A. Eligibility
 - 1. We will pay you an Accelerated Survivor Benefit if you request such payment while Disabled and meet the following requirements. You must:
 - a) provide proof that you are Terminally Ill by submitting the following to us:
 - (1) a statement from your Physician; and
 - (2) any other medical information that we believe necessary to confirm your status.
 - b) be living on the date of payment of the Accelerated Survivor Benefit.
- B. Definition of Terminally Ill
 - 1. **Terminally Ill** means you are diagnosed with a medical condition that in the absence of extensive or extraordinary medical treatment will result in your death within the next [12] months.
 - 2. Terminally Ill conditions may include, but are not limited to:
 - a) coronary artery disease resulting in an acute infarction or requiring surgery;
 - b) permanent neurological deficit resulting from cerebral vascular accident;
 - c) end stage renal failure; or
 - d) acquired immune deficiency syndrome (AIDS).
- C. Benefit. The Accelerated Survivor Benefit will be an amount equal to [three] times your last [Gross] LTD Benefit. It will be paid in a single lump sum to you. This benefit is paid in addition to your regular LTD Benefit.
- D. Effect on Survivor Benefit. If an Accelerated Survivor Benefit is paid, no Survivor Benefit will be payable.]

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[XXX. CHILD-FAMILY CARE EXPENSES ADJUSTMENT

- A. **Child-Family Care Expenses** means the amount you pay to a licensed care provider who is not a relative for the care of your Child-Family Member that is necessary in order for you to work and for which you are not reimbursed.
- B. **Child** means:
1. your unmarried child residing in your home (including your stepchild and an adopted child), from live birth through age [18]; or
 2. your unmarried child, age [19] or older, residing in your home (including your stepchild or adopted child) who is:
 - a) continuously incapable of self-sustaining employment because of mental or physical handicap; and
 - b) chiefly dependent upon you for support and maintenance.
- C. **Family Member** means:
1. your Child; or
 2. your Spouse, parent, grandparent or sibling residing in your home who is:
 - a) continuously incapable of self-sustaining employment because of mental or physical handicap; and
 - b) chiefly dependent upon you for support and maintenance.
- D. If you must pay Child/Family Care Expenses in order to work while Disabled, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:
1. Your Work Earnings will be reduced by [25%] [the first [\$2,000] per Child-Family Members of the monthly Child-Family Care Expenses you pay], but not to exceed a total of [\$200] for all Children-Family Members.
 2. The Work Earnings and the Child-Family Care Expenses must be for the same period.
 3. You must provide us with satisfactory proof of the Child-Family Care Expenses you pay.
 4. No reduction in Work Earnings will be made for any period before LTD Benefits have been payable for at least [6] months.
 5. The Work Earnings reduction by Child-Family Care Expenses will end [12] months after it begins.]

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[XXXI. CONTINUATION OF INSURANCE (PORTABILITY)]

- A. Eligibility
1. You may continue your LTD insurance [for up to [3] months] if your employment with the Employer terminates. However, to be eligible to continue your insurance, you must meet the following requirements on the date your employment terminates:
 - a) You have been insured under the Group Policy for at least [12] consecutive months prior to the date your employment terminates.
 - b) You are not Disabled.
 - c) You are not on a leave of absence.
 - d) Your employment ends for a reason other than retirement[, gross misconduct] or Disability.
 - e) You are not covered under any other group long term disability plan.
- B. Application and Premium Payment
1. You must apply in writing and pay the first premium to us within [31] days after the date your employment terminates.
 2. Timely payment of premium must be made directly to us during the continuation period. The initial premium will be the rate in effect on the date your employment terminates, plus an administration fee. Future premium increases will occur as if you were still an active employee of the Employer. After the Employer's coverage terminates under the Policy, rate changes will be made based on our underwriting guidelines.

- C. Schedule of Insurance. The insurance you may continue is the insurance in effect on the date your employment terminates, including the LTD Benefit, the amount of your Predisability Earnings, the Elimination Period and the Maximum Benefit Period. You may not increase the amount of coverage during the continuation period. You may decrease the amount of coverage at any time. The decrease will take effect on the first day of the month following the date we receive such a request.
- D. When Continuation of Insurance Ends
- [1. Insurance continued under this provision will not end when your Employer's coverage ends.]
- [1. Insurance continued under this provision ends automatically on the earliest of:
- a) the date you fail to pay any required premium;
 - b) the date coverage would otherwise end if you remained an Insured Person;
 - c) the date you reach the Social Security Normal Retirement Age as stated in the 1983 revision or any subsequent revisions of the United States Social Security Act;
 - d) The date you become a full-time member of the armed forces of any country;
 - e) The date you become covered under any other group long term disability insurance plan;
 - f) The end of the [3/60] months during which your insurance is continued under this provision;
 - g) The date the Group Policy terminates;
 - h) The date the Employer's coverage under the Group Policy terminates.]
- E. Group Policy Provisions. Except as provided above, insurance continued under this provisions is subject to all other terms of the Group Policy. With respect to any notice you are required to provide to your Employer under provisions of the Group Policy, such notice must be provided to us.]

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[XXXII. CONVERSION OF INSURANCE BENEFIT

- A. When your insurance ends under the Group Policy, you may buy LTD conversion insurance if you meet the following requirements:
- 1. Your insurance ends for a reason other than the following:
 - a) termination or amendment of the Group Policy or your Employer's coverage under the Group Policy;
 - b) your failure to make a required premium contribution;
 - [c) termination due to gross misconduct;]
 - d) your retirement.
 - 2. You have been continuously insured under the Group Policy [and the Prior Plan together] for at least [12] months on the date your insurance ends;
 - 3. You are not Disabled on the date your insurance ends;
 - 4. You are a citizen or resident of the United States or Canada;
 - 5. You apply in writing and pay the first premium to us within 31 days after your insurance ends.
- B. Your LTD conversion insurance becomes effective on the day immediately following your last day of coverage under the Group Policy.
- C. The maximum LTD conversion insurance benefit you may select is the smallest of the following:
- 1. [\$2,000] (However, if you provide satisfactory Evidence of Insurability, this upper limit is a maximum of [\$10,000];
 - 2. [50%] of your insured Predisability Earnings on the date your insurance ended; and
 - 3. the LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

- D. The maximum LTD conversion insurance benefit is reduced by Deductible Income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.]

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[XXXIII. COST OF LIVING ADJUSTMENT (COLA) BENEFIT

- A. You are eligible for a COLA Benefit if you are receiving LTD Benefits under the Group Policy, and, as of [March 1st], have [received [12] months of paid LTD Benefits.] [been Disabled for the preceding [12 months] [calendar year (January 1 through December 31)].]
- [B. On each [March 1st] on which you are eligible for the COLA Benefit, your COLA Benefit will be determined by multiplying your LTD Benefit by the COLA Factor for that year as determined below.
- C. Determining your COLA Factor:
1. On the first [March 1st] on which you are eligible for the COLA Benefit, your COLA Factor means the percentage rate of increase, expressed as a decimal, in the [CPI-W as published by the U.S. Department of Labor/general Social Security disability payment amount] for the prior calendar year[, not to exceed [3%]], plus one.
 2. Each subsequent [March 1st] on which you are eligible for the COLA Benefit, your COLA Factor for determining the COLA Benefit for the year beginning on that [March 1st] will be the COLA Factor as determined for the then current year using the method in paragraph 1 above, multiplied by all of the COLA Factors determined for previous years in which you were eligible for the COLA Benefit, rounded to [four] decimal places.
- [D. If the rate of the [CPI-W] [general Social Security disability payment amount] decreases, your LTD Benefit may reduce accordingly; however, such adjustments will never reduce your LTD Benefit below the amount which would be payable if this COLA Benefit did not exist.]
- [E. The COLA Benefit will not be payable in any year in which the [CPI-W] [general Social Security disability payment amount] increases by less than [3%].]
- F. A COLA Benefit will not be payable during a period of employment under a Rehabilitation Plan.
- [G. The maximum accumulated increase allowed under this provision will be [20%]]
- [H. The maximum number of adjustments for one period of Disability will be [ten].]
- I. In no event will the combined LTD Benefit and COLA Benefit exceed the Maximum Monthly Benefit.
- J. The COLA Benefit will apply only to LTD Benefits for which you are eligible. If you receive retroactive benefits from any Deductible Income source for periods of time during which we paid a COLA Benefit to you, such COLA payments must be reimbursed to us pursuant to the "Right to Reimbursement" section of the Group Policy.
- K. This COLA Benefit will not apply if your LTD Benefit equals the Minimum Monthly Benefit.
- [L. This COLA Benefit will not apply to the [Work Incentive Benefit].]

- [M. On each [March 1st] that you are eligible for the COLA Benefit, your COLA Benefit will be determined by multiplying your LTD Benefit by the COLA Factor. Your COLA Factor for the first year of COLA Benefit eligibility will be [3%], and will increase by [3%] each subsequent year of eligibility.
- N. A COLA Benefit will not be payable during a period of employment under a Rehabilitation Plan.
- [O. The maximum accumulated increase allowed under this provision will be [20%.]
- [P. The maximum number of adjustments for one period of Disability will be [ten].]
- Q. In no event will the combined LTD Benefit and COLA Benefit exceed the Maximum Monthly Benefit.
- R. The COLA Benefit will apply only to LTD Benefits for which you are eligible. If you receive retroactive benefits from any Deductible Income source for periods of time during which we paid a COLA Benefit to you, such COLA payments must be reimbursed to us pursuant to the “Right to Reimbursement” section of the Group Policy.
- S. This COLA Benefit will not apply if your LTD Benefit equals the Minimum Monthly Benefit.
- [T. This COLA Benefit will not apply to the [Work Incentive Benefit]].
- [U. If the teacher salary scale is increased while you are Disabled, your Predisability Earnings will be calculated as if the new salary scale was in effect, utilizing your educational and experience level which existed on the date of Disability. [If the Insured Person is not a teacher, then the average salary increase, as calculated above for teachers, is assumed to be appropriate for all employees.] No increase in Predisability Earnings under this provision will take effect until you have been Disabled for at least [12] months. Thereafter, your Predisability Earnings will be recalculated whenever the salary scale is adjusted.
- V. If the salary scale decreases, your Predisability Earnings, and therefore your LTD Benefit, may reduce; however, such adjustments will never reduce your LTD Benefit below the amount which would be payable if this COLA Benefit did not exist.
- W. In no event will the LTD Benefit, adjusted by the COLA Benefit under this section, exceed the Maximum Monthly Benefit.
- X. The COLA Benefit will apply only to LTD Benefits for which you are eligible. If you receive retroactive benefits from any Deductible Income source for periods of time during which we paid a COLA Benefit to you, such COLA payments must be reimbursed to us pursuant to the “Right to Reimbursement” section, of the Group Policy.
- [Y. This COLA Benefit will not apply if your LTD Benefit equals the Minimum Monthly Benefit.]
- [Z. This COLA Benefit will not apply to the [Work Incentive Benefit]].]

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[XXXIV. EDUCATIONAL SUPPLEMENT PROGRAM BENEFIT

- A. We will pay an Educational Supplement Program Benefit for your child’s Educational Activities after you have been Disabled for at least [12] months, and have received at least [one] LTD Benefit payment for such Disability, provided that:
1. the child is unmarried;
 2. the child is your biological child, adopted child or step-child;
 3. the child is less than 25 years of age and chiefly dependent upon you for support and maintenance;

4. LTD Benefits continue to be payable to you under the Group Policy.

- B. **Educational Activities** means [full-time/, as a primary activity,] enrollment and attendance in an accredited post-high school academic, professional or trade school that provides a schedule of courses or classes;
- C. At any one time benefits are limited to [three] children per family. Benefits for any one child are limited to [\$200] per month and [36] months per each child's lifetime.]

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[XXXV. LIFESTYLE LTD BENEFIT

- A. Benefit Percent & Step-Up to 85%. The LTD Benefit is [90%] of Predisability Earnings for the first [6] months and [70%] of Predisability Earnings for months [7] through [12]. Thereafter, all Insured Persons eligible for this benefit will be treated as if the Employer's Step-Up to 85% Insurance benefit has been in force for [five full years] as of the effective date of the Lifestyle LTD benefit. In summary, an eligible Insured Person's LTD Benefit Percentage changes as follows during a covered Disability:

	<u>[Months 1-6]</u>	<u>[Months 7-12]</u>	<u>[Year 2]</u>	<u>[Year 3]</u>	<u>[Year 4+]</u>
LTD Benefit Percentage:	[90%]	[70%]	[75%]	[80%]	[85%]

- B. Calculation Method. For all except the [7th] through the [12th] months of Disability payments, the LTD Benefit will be directly offset by all Deductible Income, if any. [For the 7th through 12th months only, the All Sources Percentage will be set at the 100% level.]
- C. Termination. If any other of the Participating Employer's employees has LTD coverage which is not provided by the policy, the LTD benefit will revert to the benefits in force prior to the addition of this Lifestyle LTD Benefit. Such a revision will not affect benefits payable to an Insured Person during a period of continuous Disability which began while the Lifestyle LTD benefit was in force.]

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[XXXVI. LONG TERM CARE INSURANCE

- A. **Comprehensive Long Term Care Insurance Policy** means an individual contract of insurance that will be issued to you upon notification of your retirement. Such policy provides reimbursement for services that are required by people who are functionally or cognitively disabled due to sickness, injury, illness or aging. These services may be provided in a variety of care settings, including your home.
- B. You may be eligible to receive an individual Comprehensive Long Term Care Insurance Policy without Evidence of Insurability. Benefits for this coverage will be as stated in the individual long term care insurance policy.
- C. You will be eligible if:
1. you are Actively at Work on your retirement date; and
 2. you are retiring by virtue of having satisfied the normal retirement age or service requirement under your Employer's retirement plan; and
 3. we receive notification from you within six months after your retirement date. If notification is received more than six months after your retirement date, Evidence of Insurability will be required to obtain coverage; and

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4. you have not already purchased an individual long term care insurance policy from us prior to your retirement date. If you have previously purchased a long term care insurance policy from Standard Security Life, you will not be eligible for additional long term care insurance coverage under this provision.
- D. Within [45] days following the date we receive notification of your retirement, or the actual date of your retirement, whichever is later, you will receive:
 1. a Comprehensive Long Term Care Insurance Policy;
 2. an Outline of Coverage; and
 3. a Long Term Care Insurance Consumer Guide.
- E. The policy will be provided at no cost [during the first [90] days] following your retirement date. Thereafter, you may continue the individual policy in force by paying required premiums when due.
- F. This provision does not affect your Long Term Disability Insurance and resultant benefits under this Certificate in any way.]

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[XXXVII. MEDICAL PREMIUM EXPENSE BENEFIT

- A. If you are receiving a LTD Benefit under the Group Policy, we will pay the Medical Premium Expense Benefit, subject to the below provisions.
- B. Qualifications for Coverage
 1. You are an Insured Person and have met the following requirements under the Group Policy:
 - a) You are Disabled;
 - b) Such Disability has extended for the longer of [90] calendar days or the applicable Elimination Period; and
 - c) You have been, and continue to be, under the Regular Care of a Physician during the period of Disability.
 2. You must also be insured under a group medical benefit plan carried by the Employer[until at least the day the Disability, described above, began].
- C. Amount of Benefit. The amount of the Medical Premium Expense Benefit will be equal to the premium paid for the last full month of coverage, whether for individual or family coverage, held by you under the group medical benefit plan, prior to the date your Disability began, not to exceed [\$500]. The amount of coverage under the group medical benefit plan that we will recognize will not exceed the amount in force on your last full day of Active Work prior to the start of Disability. The amount of medical premium must be shown on the monthly billing for you and must include both the participating Employer's and the Employee's portions of the premium. This Benefit will not be payable for any increase in premium cost or amounts of coverage becoming effective after the date of Disability.
- D. Payment of Benefit
 1. If you meet the Qualifications for Coverage, payment will be made as follows:
 - a) To establish evidence of your coverage and proof of the premium amount billed and paid, the Employer must submit to us, in a timely manner, a copy of the group medical benefit plan's monthly billing as of the last full month prior to your date of Disability.
 - b) The Medical Premium Expense Benefit will not become payable sooner than the day the Elimination Period ends and Disability benefits become payable to you.
 - c) The Medical Premium Expense Benefit will then be paid retroactively to the 31st day of Disability. This may result in payment of the benefit for a part of the Elimination Period.
- E. Termination of Benefit

1. The Medical Premium Expense Benefit will terminate and payment under it will stop on the earliest of the following dates:
 - a) The day your Disability benefits under the Group Policy end;
 - b) The day your insurance coverage under the Group Policy ends, as described in the “When Your Insurance Ends” section.
 - c) The day the [17th] monthly Medical Premium Expense Benefit payment has become payable.]]

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[XXXVIII. ORGAN DONATION BENEFIT

- A. If, while insured under the Group Policy, you voluntarily donate an organ for an Organ Transplant Procedure and as a result are Disabled, the following will apply:
 1. We will consider you to be Disabled as a result of a Physical Disease;
 - [2. Your Elimination Period will be waived;]
 3. LTD Benefits are limited to [24] months, even if you are still Disabled from the Organ Transplant Procedure;
 4. This benefit will be available only once in your lifetime;
 5. Except as provided above, your Disability will be subject to the terms of the Group Policy as with any other Disability.
- B. Organ Transplant Procedure means you donate [a kidney, skin, lung, or bone marrow] for transplantation into another person.]]

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[XXXIX. PENSION CONTRIBUTION BENEFIT

- A. Payment of Pension Contribution Benefit
 1. If you are a participant in your Employer’s pension plan on the date you become Disabled, we will pay a monthly Pension Contribution Benefit to your Employer according to the terms of the Group Policy, while you are receiving LTD Benefits. The Pension Contribution Benefit will be paid to fund your future pension benefits from your Employer’s pension plan, as determined by your Employer.
 2. The Pension Contribution Benefit becomes payable on the date LTD Benefits become payable to you.
 3. The amount of the Pension Contribution Benefit is the smallest of the following:
 - a) [1% to 10%] of the first [\$1 to \$25,000] of your Predisability Earnings but not to exceed [\$1 to \$25,000];
 - b) the amount your Employer’s pension plan may accept according to the pension plan’s definition of compensation for you; and
 - c) the monthly average amount your Employer contributed to your Employer’s pension plan on your behalf during the [12 calendar months] preceding the date you became Disabled.
 4. When necessary to comply with the Internal Revenue Code (IRC) or any other federal or state laws and at the Employer’s request, we may terminate or change the amount of the Pension Contribution Benefit. Any change immediately affects all Pension Contribution Benefits payable.
 5. If any portion of the Pension Contribution Benefit is not accepted by the pension plan trust, your Employer will refund to us the amount not accepted.
- B. When Pension Contribution Benefits End
 1. Pension Contribution Benefits end automatically on the earliest of:
 - a) the date LTD Benefits end.

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- b) the date your Employer's pension plan or the trust is no longer able to accept the Pension Contribution Benefit.
- c) the date continued contributions may cause your Employer's pension plan to be disqualified.
- d) the date your employment is terminated by you or your Employer, unless your Employer's pension plan document allows continued contributions on your behalf after such date.
- e) the date you begin employment with another employer or are self-employed, or return to work for your Employer.
- f) the date you:
 - (1) begin withdrawing a monthly benefit or annuity; or
 - (2) withdraw contributions and/or interest, or
 - (3) are required to withdraw or take a distribution of contributions and/or interest, from your Employer's pension plan.
- [g) the date the Group Policy terminates.]
- [h) the date the Employer's coverage under the Group Policy terminates.]
- [i) the date the Pension Contribution Benefit coverage terminates under the Group Policy.]

C. Employer Notification

1. Your Employer must determine, and provide us with proof which is satisfactory to us and upon which we will rely, of the following:
 - a) that your Employer's pension plan may accept the Pension Contribution Benefit on your behalf.
 - b) the maximum amount of the Pension Contribution Benefit that your Employer's pension plan may accept on your behalf according to the pension plan's definition of compensation for you.
 - c) whether any event shown under B. "When Pension Contribution Benefits End" has occurred.
 - d) whether IRC Section 415(c)(3)(C) has been elected.
 - [e) whether you meet the requirements of IRC Section 415(c)(3)(C) and its regulations, as amended.]
- [2. We will determine whether you meet the requirements of IRC Section 415(c)(3)(C) and its regulations, as amended. Such determination does not necessarily mean that you are Disabled according to the terms of the Group Policy.]

D. Definitions for the Pension Contribution Benefit

1. You are Disabled for the purpose of this Pension Contribution Benefit if:
 - a) you meet the requirements of [IRC Section 415(c)(3)(C)] and its regulations, as amended, as determined by us;
 - b) you meet the requirements of [IRC Section 415(c)(3)(C)] and its regulations, as amended, as determined by your Employer; and
 - c) your Employer has elected [IRC Section 415(c)(3)(C)] to apply.
2. Compensation means:
 - a) your Predisability Earnings if you are Disabled; and
 - b) [zero dollars/your taxable LTD Benefit] if you are not Disabled.]]

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[XL. PRESUMPTIVE DISABILITY

A. **Presumptive Disability** and **Presumptively Disabled** mean the complete loss, because of Physical Disease or Injury of your:

1. vision in both eyes (Vision not correctable to better than [20/200] in the better eye will be considered complete loss of vision in both eyes); or
2. hearing in both ears; or
3. speech; or
4. functional use of two or more limbs.

- B. To qualify for the Presumptive Disability Benefit, all of the following must occur:
1. You must be Presumptively Disabled while insured under the Group Policy;
 2. Your Presumptive Disability must not be subject to any of the limitations listed in the “Exclusions” section of this Certificate;
 3. Your Presumptive Disability must persist for at least [5] consecutive days;
 - [4. You must establish a payment period. A payment period will be established from the date that all accumulated sick leave is exhausted following the date you suffer a qualifying loss.]
- C. The Presumptive Disability Benefit payable to you for each month of Presumptive Disability will be equal to, and in lieu of, the LTD Benefit. All offsets, deductions and restrictions applicable to regular LTD Benefit payments under this Certificate, with the exception of the Elimination Period, will apply. [At no time will the Presumptive Disability Benefit be less than the Minimum LTD Benefit specified in the “Schedule of Benefits”.]
- D. When Presumptive Disability Benefits End
1. Presumptive Disability Benefits will cease on the earliest of the following:
 - a) the date that your Presumptive Disability ends;
 - b) the date of your death;
 - c) the date you perform Any Occupation for wage or profit;
 - d) the date immediately following the last day of your Elimination Period;
 - e) the date you fail to report your income from Deductible Income sources as required;
 - [f) the expiration of your accumulated sick leave plus ten consecutive working days or two calendar weeks.]]

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[XLI. REASONABLE ACCOMMODATION EXPENSE BENEFIT

- A. If you return to work in Any Occupation for any employer (but not including self-employment) as a result of a reasonable accommodation made by such employer, we will pay your employer a Reasonable Accommodation Expense Benefit of up to [\$6,000], but not to exceed the expenses incurred.
- B. The Reasonable Accommodation Expense Benefit is payable only if:
1. the reasonable accommodation is approved by us in writing prior to its implementation; and
 2. the reasonable accommodation meets the federal standards of a reasonable accommodation under the Americans With Disabilities Act of 1991, as amended.]

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[XLII. REHABILITATION BENEFIT

- A. While you are Disabled, you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of medical treatment or vocational training or education that is intended to prepare you to return to work full time.
- B. To participate in a Rehabilitation Plan, you must apply in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to evaluate, approve and/or terminate your Rehabilitation Plan at any time.
- C. While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be reduced by [50%] of any income earned by you for work done under the Rehabilitation Plan. If the sum of your Gross LTD Benefit and Work Earnings exceeds 100% of Predisability Earnings, the excess will be included in Deductible

Income. At no time will LTD Benefits be paid beyond the Maximum Benefit Period or be less than the Minimum Monthly Benefit.]

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[XLIII. REHABILITATION BENEFIT

- A. While you are Disabled, you may qualify to participate in a Rehabilitation Plan. **Rehabilitation Plan** means a written plan, program or course of medical treatment or vocational training or education that is intended to prepare you to return to work full time.
- B. To participate in a Rehabilitation Plan, you must apply in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to evaluate, approve and/or terminate any Rehabilitation Plan under this section at any time.
- C. While participating in a Rehabilitation Plan, the monthly LTD Benefit will be increased by the lesser of [5%/TBD] of your monthly pay or [\$1,000/TBD]. During this period, the monthly LTD Benefit may exceed the Maximum Monthly Benefit. If your LTD Benefit plus Work Earnings exceed 100% of Predisability Earnings, such excess will be included in Deductible Income. At no time will LTD Benefits be paid beyond the Maximum Benefit Period or be less than the Minimum Monthly Benefit.
- D. The Rehabilitation Plan may include, at our discretion, payment of your medical expense, education expense, moving expense, accommodation expense or family care expense.
- E. If you return to work as part of a Rehabilitation Plan while you are disabled, we will pay the Employer the lesser of the following:
 - 1. 50% of your salary, wages, partnership or proprietorship draw, commissions, or similar pay; or
 - 2. your monthly LTD Benefit;
- F. Such payments will be made until the earlier of the end of the first month after you return to work, or the remaining period of disability.
- G. If the disability ends while the Insured is participating in a rehabilitation plan, and he or she is not able to find gainful work, we will:
 - 1. pay you the amount of benefit, other than rehabilitation benefits, that would have been payable if the Insured had remained disabled until three months after the disability ends or the date the Insured is able to find gainful work, if earlier; and
 - 2. provide or pay for reasonable job placement services for a period of up to three months after the disability ends.
- H. Rehabilitation for Your Spouse
 - 1. You and your spouse may request to participate in a rehabilitation plan for your spouse while you are disabled if:
 - a) you are receiving disability benefits from a social security plan, and
 - b) your spouse's earnings in the six calendar months prior to your disability averaged less than 60% of your monthly Predisability Earnings.
 - 2. The rehabilitation plan for the Insured's spouse may include, at our discretion, payment of the Insured's Spouse's education expense, reasonable job placement expenses, and the family's moving expense, if any. It may also include the family care expense incurred by the Insured's Spouse, necessary in order for the Insured's Spouse to be retrained under the Rehabilitation Plan.

3. The Monthly Benefit payable will be reduced by 50% of any salary, wages, partnership or proprietorship draw, commissions, or similar pay from any work the Insured's spouse does as a result of participating in the Insured's Spouse's rehabilitation plan. If the Insured's spouse is working when the rehabilitation plan begins, the Company will only reduce the benefit by 50% of the increase in income that results from participation in this rehabilitation plan.]

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[XLIV. SPECIFIC LOSS BENEFIT

- A. If you suffer a Loss, as defined below, as a result of an accident or exposure to the natural elements, we will consider you Disabled, for the purpose of this Specific Loss Benefit, for the applicable Minimum Benefit Period outlined below.
- B. Definitions of Loss
 1. Loss means loss of hand, foot, sight, [speech,][hearing,]or thumb and index finger of the same hand which:
 - a) is caused solely and directly by an accident or exposure to the natural elements;
 - b) occurs independently of all other causes;
 - c) occurs within [180] days after the accident or exposure to the natural elements; and
 - d) occurs while you are insured under the Group Policy.
 - (1) If your Employer's coverage under the Group Policy terminates after the date of the accident and you remain continuously Disabled from the date your Employer's coverage under the Group Policy terminates up to the date of the Loss, then your Loss will be deemed to have occurred while insured under the Group Policy.
 2. With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.
 3. With respect to sight, Loss means entire and irrecoverable loss of sight.
 - [4. With respect to speech or hearing, Loss means entire and irrecoverable loss of audible speech or hearing, as certified by [a Diplomate of the American Board of Otolaryngology].]
 5. With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.
- C. Minimum Benefit Period
 1. The Specific Loss Benefit will be paid to you for the number of monthly payments specified in the table below. If death occurs before all the payments have been made, the balance remaining at the time of death will be paid to your estate.
 2. Benefits may be payable for a period in excess of the number of months indicated in the table provided that you are Disabled as defined elsewhere in this Certificate, and provided that you comply with the "Responsibilities of Disabled Insured Persons" section.
 3. The maximum number of monthly payments for all losses suffered in any one accident will be limited to the loss for which the greatest number of monthly payments is provided in table 3a below.

Specific Loss Benefit Table 3a

<u>Loss</u>	<u>Number of Months</u>
-------------	-------------------------

Both hands	[46] months
Both feet	[46] months
The sight of both eyes	[46] months
One hand and one foot	[46] months
One hand and sight of one eye	[46] months
One foot and sight of one eye	[46] months
One arm	[35] months
One leg	[35] months
One hand or one foot	[23] months
One hand	[23] months
One foot	[23] months
Sight of one eye	[15] months
Thumb and index finger of same hand	[12] months
[Loss of speech	[12] months]
[Loss of hearing	[12] months]

- D. The Specific Loss Benefit will be equal to, and in lieu of, the LTD Benefit. All offsets, deductions and restrictions applicable to LTD Benefit payments under this Certificate[, with the exception of the Elimination Period,] will apply to the Specific Loss Benefit. At no time will the Specific Loss Benefit be less than the Minimum LTD Benefit specified in the “Schedule of Benefits”.
- E. Specific Loss Benefit Exclusions
1. No Specific Loss Benefit is payable under this provision if the Loss is caused or contributed to by any of the exclusions listed in the section entitled “Exclusions” or any of the following:
 - a) Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder existing at the time of the accident.
 - b) Heart attack or stroke.
 - c) Medical or surgical treatment for any of the above.]

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[XLV. STEP UP TO 85% BENEFIT

- A. Your LTD Benefit may be increased by increments of [5%] up to a maximum of [five] increases or 85%, whichever occurs first.
- B. **State Plan** means a state teachers’ retirement fund or a state retirement fund and does not include non-medical, non-retirement awards.
- C. Eligibility
1. To be eligible for an increase in your LTD Benefit under this provision you must:
 - a) become Disabled on or after the day this Step Up to 85% Benefit became effective under your Employer’s plan;
 - b) have received at least [12] months of LTD Benefits;
 - c) have received at least [one] payment for Social Security Disability Benefits; and
 - d) have received at least [one] payment from a State Plan.
- D. Both Social Security disability benefits and State Plan benefits must be made for the same Disability in which you are receiving an LTD Benefit under the Group Policy. You will not qualify for an addition to your LTD Benefit if you have not applied for both Social Security and State Plan benefits within [six] months of the first day in which Disability benefits under the Group Policy became payable. Periodic verification of actual receipt of such Social Security and State Plan benefits will be required, in accordance with the Proof of Loss provision of the “Claims” section of this Group Policy.

- E. After the conditions described in subsections C and D above have been satisfied, the maximum amount of addition to your LTD Benefit payable, if any, for each month of the Policy Year will be determined as follows:
1. A first total will be found by adding to the LTD Benefit the amounts awarded in Social Security benefits (excluding any cost-of-living increases) and received in State Plan benefits for that month.
 2. A second total is determined by multiplying your Predisability Earnings by the combined percentage of the LTD Benefit percentage stated in the "Schedule of Benefits" plus [5%] for each full year in which benefits have been payable.
 3. If the total under paragraph E.1 is less than the total under E.2., the amount of LTD Benefit payable will be increased by the difference between the two totals. If the total under paragraph E.1 is greater than or equal to the total under E.2., no additional amount will be payable.
- F. After payment of the first year's Step Up to 85% Insurance Benefit, and while all the conditions for its payment continue, recalculation of succeeding [5%] additions will be made on the anniversaries of the first calculation.
- G. Payment of the Step Up to 85% Benefit will end on the day that any of its qualifying conditions are not met.]

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[XLVI. SUPPLEMENTAL LONG TERM DISABILITY ACCIDENT BENEFIT]

- A. Eligibility. If you are insured for the maximum LTD Benefit for which you are eligible, you may also apply for a Supplemental Long Term Disability Accident Benefit by completing an enrollment form and providing Evidence of Insurability to us.
- B. Effective Date. Your Supplemental Long Term Disability Accident Benefit becomes effective on the first day of the calendar month coinciding with or next following the date we approve your Evidence of Insurability.
- C. Benefit. If you become Disabled as the result of, and within [90] days after the date of, an Injury, your LTD Benefit will be increased to [85%] [the percentage specified on their Supplemental Long Term Disability Accident Benefit enrollment form] of your Predisability Earnings during the Supplemental Period. The maximum monthly Supplemental Long Term Disability Accident Benefit will be the lesser of the Maximum Monthly Benefit stated in the "Schedule of Benefits" or [\$5,000].
- D. Supplemental Period. The Supplemental Period is [one year] [the length of time specified on your Supplemental Long Term Disability Accident Benefit enrollment form].
- E. Exclusions
1. A Supplemental Long Term Disability Accident Benefit will not be payable if your Disability begins more than [90 days (including the Elimination Period)] after the date of your Injury.
 2. A Supplemental Long Term Disability Accident Benefit will not be payable if your Disability is caused by or contributed to by a Physical Disease, or any medical or surgical treatment for such Physical Disease.
- F. When the Supplemental Long Term Disability Accident Benefit Ends
1. The Supplemental Long Term Disability Accident Benefit under this provision ends on the earliest of:
 - a) the date any required premium for the Supplemental Long Term Disability Accident Benefit has not been paid;
 - b) the date the Group Policy terminates;
 - c) the date the Employer's coverage under the Group Policy terminates;
 - d) the date your coverage under the Group Policy terminates; or
 - e) the date you are no longer Disabled.

G. Group Policy Provisions. Except as provided above, coverage under this provision is subject to all other terms of the Group Policy.]

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[XLVII. SUPPLEMENTAL LONG TERM DISABILITY BENEFIT

- A. Eligibility. If you are insured for the maximum LTD Benefit for which you are eligible, you may also apply for a Supplemental Long Term Disability Benefit by completing an enrollment form and providing Evidence of Insurability to us.
- B. Effective Date. Your Supplemental Long Term Disability Benefit becomes effective [on the date on which your Evidence of Insurability for such coverage is approved by us.] [on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.] [as specified in the “Schedule of Benefits”.]
- C. Benefit. Your LTD Benefit will be increased to [85%] of your Predisability Earnings during the Supplemental Period. This increase applies to loss due to both Physical Disease and Injury.
- D. Supplemental Period. The Supplemental Period is [24] months. However, if during such Supplemental Period you begin receiving Social Security and State Plan benefits due to the same Disability, the Supplemental Period will continue while such government payments are being made. In no event, will the Supplemental Period extend beyond the Maximum Benefit Period.
- E. State Plan. State Plan means a state teachers’ retirement fund or a state retirement fund.
- F. When the Supplemental Long Term Disability Benefit Ends
1. The Supplemental Long Term Disability Benefit under this provision ends on the earliest of:
 - a) the date any required premium for the Supplemental Long Term Disability Benefit has not been paid;
 - b) the date the Group Policy terminates;
 - c) the date the Employer’s coverage under the Group Policy terminates;
 - d) the date your coverage under the Group Policy terminates; or
 - e) the date you are no longer Disabled.
- G. Group Policy Provisions. Except as provided above, coverage under this provision is subject to all other terms of the Group Policy.]

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[XLVIII. SURVIVOR BENEFIT

- A. If you die while LTD Benefits are payable[, and on the date you die you have been continuously Disabled for at least [180] days], we will pay a Survivor Benefit as follows:
1. The Survivor Benefit will consist of[a lump sum equal to [3] times][[12] monthly payments equal to] the amount of your last [Gross]LTD Benefit.
 2. The Survivor Benefit will first be applied to reduce any overpayment of your claim.
 3. The Survivor Benefit will be paid at our option to any one of the following:
 - a) Your surviving Spouse;
 - b) Your surviving unmarried children, including adopted children, under age [25];
 - c) Your surviving Spouse’s unmarried children, including adopted children, under age [25][;

d) Your estate].

[4. No Survivor Benefit will be paid if you are not survived by any person listed in 3a., b., or c. above.]]

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**[AMENDMENT [1]
TO THE GROUP LONG TERM DISABILITY INSURANCE
CERTIFICATE OF COVERAGE**

A. This Amendment number [1] effective on [amendment1date] amends certain provisions of the Group Long Term Disability Insurance Certificate of Coverage as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Group Policy, unless otherwise stated herein.

[1. Information related to any special agreements not addressed in the policy or certificate will be referenced here. For example, if we allow a group to submit reports in lieu of paper applications it will be noted on this amendment.]]

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STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

Home Office: 485 Madison Avenue ▪ New York, NY 10022

Administrative Office: 1241 John Q. Hammons Drive ▪ Madison, WI 53717

**GROUP SHORT TERM DISABILITY INSURANCE
CERTIFICATE OF COVERAGE**

Policyowner: [ABC Company]

Policy Effective Date: [Policy Effective Date]

The Group Policy has been issued to the above referenced Policyowner. No coverage under the Group Policy is in effect until approved in writing by us.

All provisions on this and the following pages are part of the Certificate of Coverage.

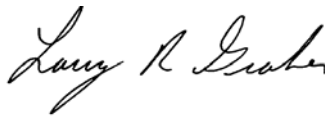
The Group Policy is on file and available for review at the main office of the Policyholder. The Certificate summarizes and explains the parts of the Group Policy that apply to you. This Certificate is not an insurance policy. In the event of a conflict between the Group Policy and the Certificate, the Group Policy will control.

This Certificate replaces any other Certificates previously provided to you under the Group Policy.

Unless defined differently within a particular provision, the terms “you” and “your” mean the Eligible Person. “We”, “us” and “our” mean Standard Security Life Insurance Company of New York. Other defined terms appear with their initial letters capitalized. References to section headings appear in quotation marks.

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

By

A handwritten signature in black ink, appearing to read "Larry R. Graber". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Larry R. Graber
President

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SCHEDULE OF BENEFITS

[[Employer(s):]	[ABC Company]]
Plan Number:	[9999]
Plan Effective Date:	[PlanEffectiveDate]
Eligible Class:	Class [1]: [All Eligible Employees]
Minimum Hourly Work Requirement:	[30 hours per week]
Waiting Period:	[30 days]
Employee Eligibility Date:	[First day following the last day of the Waiting Period]
[STD Benefit Percentage:	[66 2/3%]]
[Gross [Weekly][Monthly} STD Benefit (Flat Amount)	[\$500]]
Maximum [Weekly][Monthly] Benefit:	[The lesser of][\$500][or [66 2/3] of your [Weekly][Monthly] Predisability Earnings.]
[Minimum [Weekly][Monthly] Benefit:	[\$0]]
Maximum Benefit Period:	[Commencing at the end of the Elimination Period and continuing for [the lesser of][26] [days][weeks], or until LTD Benefits commence.] [No STD Benefits will be paid for periods of time for which LTD Benefits are payable.]
Claim Payment Method:	[Weekly][Bi-weekly][Monthly]
Elimination Period:	Injury: [0 days] Physical Disease: [7 days]
[First Day Hospital Benefit:	[Included]]
Definition of Disability:	[Total]
[Twenty-four Hour Coverage:	[Included]]
Definition of Predisability Earnings:	[Base wage only]
Employee Premium Contribution:	[0%]
Employer Premium Contribution:	[100%]
Minimum Participation Requirement:	[100%]
Evidence of Insurability Requirement:	[not required if minimum participation requirement met]

Pre-existing Condition Exclusion:	[3/12]
Social Security Integration:	[Full family]
Freeze Type:	[General freeze]
Integration with Work Earnings:	[Direct]
[Reasonable Accommodation Benefit:	[Included]]
[Survivor Benefit]	[Included]]

DEFINITIONS

Active Work and **Actively at Work** are defined in the “Eligibility for Insurance” section.

Any Occupation means any job for which you are qualified by education, training, or experience regardless of whether you are working in that or another occupation.

Benefit Payment Period means the period during which you are eligible to receive STD Benefit payments.

Contributory means that you pay all or a portion of the premium for insurance.

Deductible Income is defined in the “Deductible Income” section.

Disability and **Disabled** are defined in the “Definition of Disability” section.

[Domestic Partner [is defined in the “Schedule of Benefits”].][means a person who lives in the same household and shares the common resources of life in a close, personal intimate relationship with you if, under state law, that individual would not be prevented from marrying you on account of age, blood relationship, or prior undissolved marriage to another.] [A Domestic Partner may be of the same or opposite gender as you.] [You must complete an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer and filed that affidavit for public record, if required by state law.] [Except where otherwise specified, a Domestic Partner will be the equivalent of a Spouse under the Group Policy.] [Except where otherwise specified, a Child of a Domestic Partner will be the equivalent of a Child of a Spouse under the Group Policy.]]

Eligible Class means an employment classification defined by the Employer and specified in the “Schedule of Benefits”. You must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

Eligible Person is defined in the “Eligibility for Insurance” section.

Elimination Period means the period of time that you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable during the Elimination Period. Your Elimination Period is specified in the “Schedule of Benefits”.

Employee is defined in the “Eligibility for Insurance” section.

Employer means an employer (including approved affiliates and subsidiaries) whose employees are insured under the Group Policy.

Evidence of Insurability is defined in the “Becoming Insured” section.

[First Day Hospital Benefit means that if you become Hospitalized due to an Injury, Pregnancy or Physical Disease, the Elimination Period will be waived and benefit payments will start immediately, provided that you are Disabled.]

Group Policy means the group STD insurance policy issued by us to the Employer under a specified Plan Number.

Gross STD Benefit is defined in the “STD Benefit Calculation” section.

Guarantee Issue is the amount of coverage provided, up to the Maximum [Weekly][Monthly] Benefit, which is not subject to Evidence of Insurability.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals. [For the purpose of the First Day Hospital Benefit, Hospital includes a medical clinic.]

Hospitalized means that you are confined to a Hospital because of a Disability for at least 24 hours[, or that you undergo a surgical procedure performed on an outpatient basis].

Injury means a bodily injury that is the direct result of an accident, that is not related to any other cause, and which in and of itself results in your Disability[within 90 days]. Benefits will be payable to you only if the Injury occurs while you are insured under the Group Policy.

Insured Person means an Eligible Person whose coverage has become effective under the Group Policy.

Late Enrollee means an Employee who applies for coverage under the Group Policy more than 31 days after becoming an Eligible Person.

Material Duties is defined in the “Eligibility for Insurance” section.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Elimination Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. No STD Benefits will be paid for periods of time for which group long term disability benefits are payable. Your Maximum Benefit Period is specified in the “Schedule of Benefits”.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

Noncontributory means the Employer pays the entire premium for insurance.

Own Occupation means the occupation you routinely perform for the Employer at the time Disability begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes Pregnancy.

Physician means [a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.] [a qualified practitioner who is licensed, under the laws of a state of the United States of America, to diagnose and treat the physical or mental impairment(s) causing the Insured Person’s Disability. This definition includes only the following practitioners, and only to the extent that the services provided are within the scope of the individual practitioner’s professional license:

M.D. –Doctor of Medicine

[D.O. – Doctor of Osteopathy]

[S.C. – Doctor of Surgical Chiropody]

[D.P.M. – Doctor of Podiatric Medicine]

[O.D. – Doctor of Optometry]

[D.C. – Doctor of Chiropractic]

[D.D.S. – Doctor of Dental Surgery]

[D.M.D. – Doctor of Medical Dentistry]]

For the purpose of this Group Policy, Physician will not include you or your Spouse, or the brother, sister, parent or child of either an Insured Person or an Insured Person's Spouse.

Plan Effective Date means the date on which the Group Policy becomes effective.

Plan Number means the number used by us to reference a Policyholder and the terms of coverage specified under the Group Policy.

Predisability Earnings is defined in the "Predisability Earnings" section.

[**Pre-existing Condition** is defined in the "Exclusions" section.]

Pregnancy means a pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means an Employer's group short term disability insurance plan in effect on the day immediately preceding the Plan Effective Date under this Group Policy.

Proof of Loss is defined in the "Claims" section.

Regular Care of a Physician means:

1. that you personally visit a Physician as frequently as is medically required according to standard medical practice, but in no event less than annually, to effectively manage and treat your disabling condition(s);
2. that your Physician is rendering appropriate treatment and care for the disabling condition(s) which conform(s) with standard medical practice and is the most appropriate for the disabling condition(s), according to standard medical practice; and
3. that you are complying with all aspects of the treatment plan prescribed by the Physician.

[**Retirement Date** means the earlier of:

1. the date you retire as defined by your Employer;
2. the date you become eligible to receive retirement benefits under any pension plan to which the Employer contributes, or
3. the date you become eligible to receive retirement benefits under any state or federal retirement plan or under social security law.]

Spouse means a person to whom you are legally married and from whom you are not legally separated.

STD means short term disability.

STD Benefit means the net benefit payment due to you after deductions are applied to your Gross STD Benefit as provided for under the Group Policy. Your STD Benefit is calculated under the "STD Benefit Calculation" section.

Substance Abuse means a condition listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease within a classification category or code including but not limited to 291, 292, 303, 304 or 305.

Waiting Period is defined in the "Eligibility for Insurance" section and the "Schedule of Benefits".

Work Earnings means your gross [weekly][monthly] earnings from work you perform while Disabled.

Work Earnings includes earnings from your Employer, any other employer, or self-employment and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

If you are paid in a lump sum or on a basis other than [weekly][monthly] , we will prorate the Work Earnings over the period of time to which they apply. If no period of time is stated, we will make a reasonable estimate.

[In determining your Work Earnings, we:

1. will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis;
2. will not be limited to the taxable income you report to the Internal Revenue Service;
3. may ignore expenses [under section 179 of the IRC] as a deduction from your gross earnings;
4. may ignore depreciation as a deduction from your gross earnings;
5. may adjust the financial information you give us in order to clearly reflect your Work Earnings.]

If we determine that your earnings vary substantially from pay period to pay period, we may determine your Work Earnings by averaging your earnings over the most recent [three-week][three-month] period. You will no longer be Disabled when your average Work Earnings [over the last three weeks][over the last three months] exceed [80%] of your Predisability Earnings [, or when you are capable of earning more than [80%] of your Predisability Earnings].

I. INSURING CLAUSE

- A. If you become Disabled while insured under the Group Policy, we will pay STD Benefits according to the terms of your Employer's coverage under the Group Policy, after we receive satisfactory Proof of Loss.

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II. ELIGIBILITY FOR INSURANCE

- A. To be eligible for insurance under the Group Policy, you must be an Eligible Person. An **Eligible Person** is an Employee who has met the following requirements:
1. You must be an Employee. **Employee** means an individual who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes. [The term "Employee" also includes [board members].]
 2. You must be a citizen or legal resident of the United States or Canada, and you must reside in the United States or Canada;
 3. You must be Actively at Work and capable of sustained Active Work.
 - a) **Active Work** and **Actively at Work** mean performing all the Material Duties of your Own Occupation at your Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days.
 - b) **Minimum Hourly Work Requirement** means the work hours over a given time period that are required of you in order to be eligible for coverage. Your Minimum Hourly Work Requirement is specified in the Schedule of Benefits.
 - c) **Material Duties** means the duties generally required by employers in the national economy of those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will working an average of more than 40 hours per week be considered a Material Duty.
 4. You cannot be a [part-time/temporary or seasonal employee/full-time member of the armed forces of any country/leased employee/independent contractor.] [Where an employment contract specifies, coverage is available for board-approved long-term substitute teachers during the term of their contract. Coverage will not continue during summer months or any other period of time for which the long-term substitute teacher is not scheduled to work.]
 5. You must satisfy your Waiting Period. **Waiting Period** means the period of time that you must be Actively at Work as an Employee before your coverage may become effective. Your Waiting Period is specified in the "Schedule of Benefits".

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III. BECOMING INSURED

- A. To become an **Insured Person** under the Group Policy, you must be an Eligible Person and meet the following requirements as each may apply:
1. If Evidence of Insurability is required, you must provide such Evidence of Insurability and be approved for coverage by us. The "Schedule of Benefits" specifies when Evidence of Insurability is required.

2. Evidence of Insurability.
 - a) Providing **Evidence of Insurability** means that an applicant must:
 - (1) complete and sign our Evidence of Insurability application and return the original application to us no later than [60] days from the date of signing; and
 - (2) authorize us to obtain information about the applicant's health; and
 - (3) undergo a physical examination, if required by us, which may include diagnostic testing; and
 - (4) provide any additional information about the applicant's insurability that we may reasonably require.
 - b) If you, your Spouse or your dependents are required to provide Evidence of Insurability, you will be responsible for all costs associated with providing Evidence of Insurability.
 - c) In each case where Evidence of Insurability is required, we base our decision whether to approve coverage on the information provided during the underwriting process. If we learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, we may retroactively rescind coverage and deny claims.
3. If the insurance you wish to obtain is Contributory insurance, you must apply in writing and remit the required premiums.

B. Effective Date of Your Insurance

1. Initial Enrollment
 - a) Noncontributory insurance not subject to Evidence of Insurability, or which is subject to Evidence of Insurability and has been approved by us, becomes effective on [the date you become an Eligible Person][the date specified in the "Schedule of Benefits"]. If, however, you initially waive participation in such coverage and then later wish to participate, you will be treated as a Late Enrollee, subject to Evidence of Insurability.
 - b) Contributory insurance subject to Evidence of Insurability becomes effective on [the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.] [the date we approve your Evidence of Insurability for such coverage][the date specified in the "Schedule of Benefits"].
 - c) Contributory insurance not subject to Evidence of Insurability. Provided that you apply prior to, or within 31 days of becoming an Eligible Person, Contributory insurance not subject to Evidence of Insurability becomes effective [on the date you become an Eligible Person][on the first day of the month immediately following the month in which you become an Eligible Person, except that if you become an Eligible Person on the first day of a month, such coverage becomes effective on that day][as specified in the "Schedule of Benefits"]. If you do not apply for such coverage prior to, or within 31 days of becoming an Eligible Person and subsequently wish to obtain coverage, you will be a Late Enrollee, subject to Evidence of Insurability.
2. Increases in Existing Coverage and Late Enrollee Applications
 - a) Where Evidence of Insurability is required, increases of existing coverage and Late Enrollee applications become effective [on the date on which your Evidence of Insurability for such coverage is approved by us] [on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day][as specified in the Schedule of Benefits].
 - b) Where Evidence of Insurability is not required, an increase of existing coverage becomes effective [on the date that you become eligible for such coverage][on the first day of the month immediately

following the month in which you become eligible for such coverage, except that if you become eligible on the first day of a month, such coverage becomes effective on that day][as specified in the Schedule of Benefits].

3. If you are incapable of sustained Active Work due to a Disability on the day before the scheduled effective date of your insurance, such insurance will not become effective until the day after you are capable of sustained Active Work and complete one day of Active Work as an Eligible Person.

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[IV. WAIVER OF PREMIUM

- A. Premium payments are required during the Elimination Period. However, payment of premium is waived [commencing on the [91st] day of payable benefits, and only] while STD Benefits are payable. Upon your return to Active Work, premium payments will again be payable.]

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V. WHEN YOUR INSURANCE ENDS

This provision applies to you if you are not Disabled.

- A. Except as otherwise provided for under this section, your coverage will cease on the earliest of the following to occur:
 1. the date your Employer's coverage under the Group Policy terminates;
 2. the date you cease to be an Eligible Person;
 3. the date that your premium payment is not paid when required;
 4. the date you [become eligible for coverage][become covered] under another group [short-term] disability policy;
 5. if you are a contract employee not returning to work as an Eligible Person the next contract year, the earlier of the following:
 - a) the date you become employed with another employer;
 - [b) your Retirement Date;]
 - c) expiration of the current contract year;]
 - [6. your Retirement Date.]
 - [7. the date you become disabled due to a work related injury.]
- B. Approved FMLA Leave of Absence – Contributory or Noncontributory Coverage
 1. If you are on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
 - a) we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - c) the Employer remits the required premium for coverage.
 2. The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the leave, or the salary for which premium was paid.

[C. Paid Sabbatical - If you are a professional Employee [(Administrator or Certified Teacher)] on a paid sabbatical leave, coverage will continue subject to the following:

1. Noncontributory Coverage
 - a) Coverage will continue provided that:

- (1) we receive written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the sabbatical and the amount of your covered salary; and
 - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.
 - c) Unless you return to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or [3 months] from the date the paid sabbatical began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.
- c) Unless you return to active eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end, [3 months] from the date the paid sabbatical began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during a paid sabbatical and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[D. Unpaid Sabbatical - If you are a professional Employee [(Administrator or Certified Teacher)] on an unpaid sabbatical leave, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the unpaid sabbatical and the amount of your covered salary; and
 - (2) unpaid sabbaticals and the right to continue coverage during unpaid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid sabbatical. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.

- c) Unless you return to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or [3 months] from the date the unpaid sabbatical began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) unpaid sabbatical leaves of absence and the right to continue coverage during unpaid sabbatical leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) No benefits are payable during an unpaid sabbatical. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end, [3 months] from the date the unpaid sabbatical began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during an unpaid sabbatical and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[E. Paid Leave of Absence. If you are on a paid leave of absence, coverage will continue subject to the following:

1. Noncontributory coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the leave is scheduled to end, coverage extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end or [3 months] from the date the paid leave began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a paid leave of absence approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) paid leaves of absence and the right to continue coverage during paid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and

(3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.

- b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of the date the paid leave of absence is scheduled to end, [3 months] from the date the paid leave of absence began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during a paid leave of absence and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[F. Unpaid Leave of Absence - If you are on an unpaid leave of absence, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the unpaid leave of absence and the amount of your covered salary; and
 - (2) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or [3 months] from the date the unpaid leave of absence began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) unpaid leaves of absence and the right to continue coverage during unpaid leave of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.

- c) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end, [3 months] from the date the unpaid leave of absence began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during an unpaid leave of absence and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[G. Paid Suspension - If you are on a paid suspension, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a paid suspension approved by the Employer which includes the beginning and ending dates of the paid suspension and the amount of your covered salary; and
 - (2) the right to continue coverage during a paid suspension is available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) The Elimination Period can be satisfied during a paid suspension, but benefits will not begin until the later of the end of the Elimination Period, or the date the paid suspension was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid suspension, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the paid suspension is scheduled to end, coverage extended during a paid suspension will terminate on the earlier of the date the paid suspension is scheduled to end or [3 months] from the date the paid suspension began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) we receive written notice in advance of a paid suspension approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
 - (2) paid suspensions and the right to continue coverage during paid suspensions are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) The Elimination Period can be satisfied during a paid suspension, but benefits will not begin until the later of the end of the Elimination Period or the date the paid suspension was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid suspension, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the paid suspension is scheduled to end, coverage extended during a paid suspension will terminate on the earlier of the date the paid suspension is scheduled to end, [3 months] from the date the paid suspension began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during a paid suspension and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[H. Layoffs - Contributory or Noncontributory Coverage. If you are on a leave of absence due to a lay-off, coverage will continue through the end of the month in which you last worked prior to the lay-off.]

VI. RULES FOR TRANSFER OF EMPLOYEES FROM PRIOR PLAN

- A. If you were eligible for insurance and insured under the Prior Plan on the day before the Plan Effective Date, you can become insured on the Plan Effective Date without meeting the Active Work requirement under the “Eligibility for Insurance” section.
- B. The STD Benefit will be the lesser of the short term disability benefit that would have been payable under the terms of the Prior Plan if it had remained in force, or the STD Benefit as determined under the other provisions of this Group Policy. However, no benefits will be payable to you under the Group Policy if any benefits are payable to you under the Prior Plan.
- C. If you were eligible for insurance under the Prior Plan for more than 31 days but were not insured under the Prior Plan, you must provide Evidence of Insurability and be approved by us to become insured.
- [D. Continuation of Coverage and Pre-existing Conditions. In calculating the coverage period for determining whether the Pre-existing Condition Exclusion applies, we will include any period of continuous coverage under the Prior Plan immediately preceding the date you became insured under the Group Policy.]

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VII. REINSTATEMENT OF COVERAGE

- A. If your coverage ends, you may become covered again as an Insured Person, subject to the following:
 - 1. If you cease to be an Eligible Person, your insurance will end. However, if you again become an Eligible Person in all respects except the Waiting Period immediately after the later of the dates in a) and b), below, the Waiting Period will be waived.
 - a) The date STD Benefits end;
 - b) The date long term disability benefits end, if you are covered under a group long term disability policy issued by us through the Employer, provided the long term disability benefits are payable for the same Disability.
 - [2. If you cease to be an Eligible Employee and coverage ends, and then you again become an Eligible Person in all respects except the Waiting Period within [3 months], the Waiting Period will be waived on the first day of your return to Active Work and you will not have to provide Evidence of Insurability. [If you become covered again under this paragraph, the Pre-existing Condition Exclusion will be applied as if there had been no gap in coverage.]]
 - [3. If you are an Insured Person on the date your school contract terminates and coverage ends, and then you again become an Eligible Person in all respects except the Waiting Period within [90 days] of termination of the contract, the Waiting Period will be waived on the first day of the new contract term and you will not have to provide Evidence of Insurability. [If you become covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.]]
 - 4. If your coverage ends because you fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then you return to Active Work and enroll for coverage within 31 days of the earlier of:
 - a) the end of the period of leave you and your Employer agreed upon; or
 - b) the end of the 12 week period following the date your leave began,

then the Waiting Period will be waived and you will not have to provide Evidence of Insurability. [If you become covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.]

- [5. If you cease to be an Eligible Person because of a Disability that is not covered solely because of the exclusion for work related disabilities, coverage will end. However, if you again become an Eligible Person in all respects except the Waiting Period immediately after workers' compensation temporary benefits end, the Waiting Period will be waived.]
6. In all other cases, if your coverage ends because you fail to make the required contribution, you must provide Evidence of Insurability to become covered again.
7. In no event will insurance coverage be retroactive.

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[VIII. DEFINITION OF DISABILITY

- [A. During the Elimination Period and the Benefit Payment Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform a majority of the Material Duties of your Own Occupation.
- B. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- C. If, with Reasonable Accommodations, you could perform a majority of your Material Duties, you will not be considered Disabled. An Employer's failure or unwillingness to provide Reasonable Accommodations does not constitute the inability to perform a Material Duty. **Reasonable Accommodations** means modifications or adjustments in the work environment or the way things are usually done that would enable you to perform your Material Duties.
- [D. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]]
- [E. During the Elimination Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform a majority of the Material Duties of your Own Occupation.
- F. During the Benefit Payment Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform one or more of the Material Duties of your Own Occupation, and, due to such inability, your Work Earnings are less than [80%] of your Predisability Earnings, and you are incapable of earning [80%] or more of your Predisability Earnings.
- Your Work Earnings may be Deductible Income. See the "STD Benefit Calculation" and "Deductible Income" sections.
- G. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- [H. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]]
- [I. During the Elimination Period and the Benefit Payment Period, **Disability or Disabled** means that you are, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform one

or more of the Material Duties of your Own Occupation, and, due to such inability, your Work Earnings are less than [80%] of your Predisability Earnings, and you are incapable of earning [80%] or more of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See the “STD Benefit Calculation” and “Deductible Income” sections.

J. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.

[K. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]]

SSL-GSDI-C1300-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

A. If, during the Elimination Period, you return to Active Work with your Employer and you then become Disabled again from the same or related cause(s), the Elimination Period will be determined as follows:

1. If your return to Active Work is for a total of [ten or less working days], the Elimination Period will be counted from the first day of the first period of Disability. The number of days you return to work will be added to and extend the Elimination Period by that number of days.
2. If the return to Active Work is for a total of more than [ten working days], the Elimination Period will start over and apply in full to the new period of Disability.

B. For the purposes of this provision, any day for which you receive pay will be considered a working day.]

SSL-GSDI-C1400-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

A. If your Disability ceases during the Elimination Period for 30 days or less, then the Disability will be treated as continuous. However, days that you are not Disabled will not count toward the Elimination Period.]

SSL-GSDI-C1401-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

A. If, during the Elimination Period, you return to Active Work and then become Disabled again from the same or a related cause(s), then only days of Disability due to the same or a related Sickness or injury will count towards the satisfaction of the Elimination Period, provided that [60] days of Disability due to the same or a related Sickness or Injury are completed with a [120] day period.]

SSL-GSDI-C1402-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

A. During the Elimination Period successive periods of Disability shall be deemed to be one period of Disability if due to the same or related causes and if not separated by more than [7] calendar days. In no event will more than [14] calendar days of interruption of Disability be allowed in one Elimination Period.]

[IX. CUMULATIVE ELIMINATION PERIOD

- A. If you are Disabled for at least 30 calendar days in a row, and then return to Active Work and again become Disabled from the same or a related cause while the Group Policy is in force, the Elimination Period will be affected as follows:
1. If your return to Active Work is for a total of [7] work days or less, we will count the Elimination Period from the first day of the original period of Disability. The Elimination Period will not be increased by the number of days of return to Active Work.
 2. If your return to Active Work is for a total of at least [8] work days but not more than a total of [30] calendar days, we will count the Elimination Period from the first day of the original period of Disability. The Elimination Period will be increased by the number of days of return to Active Work.
 3. If your return to Active Work is for a total of [31] or more calendar days, the Elimination Period will start over and apply to the new period of Disability.
- B. Any part of a calendar day on which there has been a return to Active Work will count as a whole day. Fractions of days will not be added together for credit under this provision.]

SSL-GSDI-C1404-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

- A. If you are Disabled, you will not be penalized for trying to work during the Elimination Period. The following scale shows the number of days your disability can cease without being required to satisfy a new Elimination Period.

Elimination Period	Number of Days Disability Can Cease
[30] days or more	up to [10] days
[60] days or more	up to [20] days
[90] days or more	up to [30] days
[180] days or more	up to [60] days

- B. For accumulating days of Disability to satisfy the Elimination Period, the following will apply:
1. A period of Disability will be treated as continuous during the Elimination Period unless you are determined to be neither totally nor partially disabled for more than the number of days allowed in the schedule above, or as otherwise specified on the “Schedule of Benefits” page; and
 2. Days the Insured is not totally or partially disabled will not be used to satisfy the Elimination Period, and may be consecutive or intermittent.]

SSL-GSDI-C1405-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD

- A. Interruption of your Elimination Period is limited to [one work day] or the number of sick leave days left (whichever is greater) without starting a new Elimination Period, so long as the days of Disability are:
1. due to the same or a related condition and

2. occur within a [two-day] period or are equivalent to [twice] the number of remaining sick leave days that are left, whichever is greater.]

SSL-GSDI-C1406-(05/08)-NT

X. RECURRENT DISABILITY

- A. If you return to work for your Employer from a Disability for which benefits were payable under the Group Policy and then become Disabled again due to the same or related cause, we will treat the separate periods of Disability as one period of continuous Disability, provided you are continuously insured under the Group Policy during the period of recovery and the period of recovery does not exceed [14] days. Benefits resume on the date your Disability recurs.
- B. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again due to an unrelated cause, we will treat the subsequent Disability as a new claim, subject to all of the terms of the Group Policy.
- C. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again more than [14] days after you return to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Group Policy.
- D. For the purposes of this provision, if your occupation with the Employer does not allow you to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, we will consider you to have returned to work if you would have been able to return to work had work been regularly scheduled.

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XI. WHEN STD BENEFITS END

- A. Your STD Benefits end automatically on the earliest of the following:
 1. The date you are no longer Disabled;
 2. The date your Maximum Benefit Period ends;
 3. The date that group long term disability benefits become payable to you;
 4. The date you die;
 5. The date you become eligible for coverage under any other group STD plan under which you become insured through employment;
 6. The date you fail to provide satisfactory objective medical evidence of continued Disability;
 7. The date you fail to comply with our request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of our choice;
 8. The date you refuse to accept an accommodated position in your Own Occupation, offered by your Employer, which you are able to perform;
 9. The date at which you have resided outside of the United States or Canada for 6 months;
 10. The date you are confined in a penal or correctional institution or under house arrest;
 11. The date you fail to comply with any requirements set forth in the "Responsibilities of Disabled Insured Persons" section.
 - [12. The date you are able to work [and earn [80%] of your Predisability Earnings but choose not to.]]

SSL-GSDI-C1600-(05/08)-NT

XII. PREDISABILITY EARNINGS

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A. **Predisability Earnings** means your earnings in effect on your last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Group Policy, any subsequent change in your earnings will not affect your Predisability Earnings.

B. Methods of Calculating Predisability Earnings

1. Salaried Employees. Your **Weekly Predisability Earnings** are equal to your annual Predisability Earnings divided by fifty-two. Your **Monthly Predisability Earnings** are equal to your annual Predisability Earnings divided by twelve.
2. Hourly Employees.
 - a) Weekly Calculation. If you are paid hourly, your **Weekly Predisability Earnings** will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, not to exceed [40] hours. If you do not have regular work hours, your Weekly Predisability Earnings are based on the average number of hours you worked per week during the preceding [12 calendar months] (or during your period of employment if less than 12 months), not to exceed [40] hours.
 - b) Monthly Calculation. If you are paid hourly, your Monthly Predisability Earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, not to exceed [173] hours. If you do not have regular work hours, your Monthly Predisability Earnings are based on the average number of hours you worked per month during the preceding [12 calendar months] (or during your period of employment if less than 12 months), not to exceed [173] hours.

C. **Predisability Earnings** includes the following:

1. your base rate of pay;
- [2. commissions averaged over the preceding [24 month] period or over the period of your employment if less than [24 months];]
- [3. bonuses averaged over the preceding [36 month] period or over the period of your employment if less than [36 months];]
- [4. overtime pay;]
- [5. pay for extracurricular activities;]
- [6. longevity pay;]
- [7. extra duty pay;]
- [8. supplemental pay;]
- [9. shift differential;]
- [10. your Employer's contributions to your health insurance premium;]
- [11. your Employer's contributions to a Tax Sheltered Annuity (TSA);]
- [12. contributions you make through a salary reduction agreement with your Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or
 - b) an executive nonqualified deferred compensation arrangement;]
- [13. amounts contributed by you to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;]
- [14. your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;]
- [15. any other extra compensation.]

D. **Predisability Earnings** does not include the following:

- [1. commissions;]
- [2. bonuses;]
- [3. overtime pay;]
- [4. pay for extracurricular activities;]

- [5. longevity pay;]
- [6. extra duty pay;]
- [7. supplemental pay;]
- [8. shift differential;]
- [9. your Employer's contributions to your health insurance premium;]
- [10. your Employer's contributions to a Tax Sheltered Annuity (TSA);]
- [11. contributions you make through a salary reduction agreement with your Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or
 - b) an executive nonqualified deferred compensation arrangement;]
- [12. amounts contributed by you to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;]
- [13. your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;]
- [14. any other extra compensation.]

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XIII. STD BENEFIT CALCULATION

A. Your **STD Benefit** is calculated as follows:

<<Contract Day Calculation (12 months following by standard weekly or monthly calculations thereafter)>>

1. [For the first 12 months of Disability following the Elimination Period, your STD Benefit will be determined as follows:
 - a) Divide your annual Predisability Earnings by the number of scheduled work days in your contracted work year to determine your daily Predisability Earnings.
 - b) Multiply your daily Predisability Earnings by the STD Benefit Percentage to determine your daily Gross STD Benefit.
 - c) Your daily STD Benefit is calculated as follows: $(A \div B) \times C$ [, up to 80% of your daily Predisability Earnings], where:
 - A = daily Predisability Earnings minus Work Earnings for that same period.
 - B = daily Predisability Earnings.
 - C = daily Gross LTD Benefit minus Deductible Income.]
 - d) Subtract your Deductible Income from the daily Gross STD Benefit to determine your daily STD Benefit.
 - e) Multiply the daily STD Benefit by the number of scheduled work days of the week that you are unable to work due to Disability to determine your STD Benefit for that week.
 - f) We will not pay STD Benefits to you for days that you are not ordinarily scheduled to work.]
2. After the first 12 months of disability following the Elimination Period your STD Benefit will be determined as follows.

<<standard weekly calculation after 12 months of CD>>

 - a) Divide your annual Predisability Earnings by 52 to determine your weekly Predisability Earnings.
 - b) Multiply your weekly Predisability Earnings by the STD Benefit Percentage to determine your weekly Gross STD Benefit.

[c) Your STD Benefit is calculated as follows: $(A \div B) \times C$ [, up to 80% of your Predisability Earnings], where:

A = weekly Predisability Earnings minus Work Earnings for that same period.

B = weekly Predisability Earnings.

C = weekly Gross STD Benefit minus Deductible Income.

[d) Subtract your Deductible Income from the weekly Gross STD Benefit to determine your STD Benefit.]]

<<standard monthly calculation after 12 months of CD>>

[e) Divide your annual Predisability Earnings by 12 to determine your monthly Predisability Earnings.

f) Multiply your monthly Predisability Earnings by the STD Benefit Percentage to determine your monthly Gross STD Benefit.

[g) Your STD Benefit is calculated as follows: $(A \div B) \times C$ [, up to 80% of your Predisability Earnings], where:

A = monthly Predisability Earnings minus Work Earnings for that same period.

B = monthly Predisability Earnings.

C = monthly Gross STD Benefit minus Deductible Income.

[h) Subtract your Deductible Income from the monthly Gross STD Benefit to determine your STD Benefit.]]]

<<Straight Contract day for duration of benefits>>

[3. After the Elimination Period, your STD Benefit will be determined as follows:

a) Divide your annual Predisability Earnings by the number of scheduled work days in your contracted work year to determine your daily Predisability Earnings.

b) Multiply your daily Predisability Earnings by the STD Benefit Percentage to determine your daily Gross STD Benefit.

[c) Your daily STD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of your daily Predisability Earnings], where:

A = daily Predisability Earnings minus Work Earnings for that same period.

B = daily Predisability Earnings.

C = daily Gross LTD Benefit minus Deductible Income.]

[d) Subtract Deductible Income from the daily Gross STD Benefit to determine your STD Benefit.]

e) Multiply the daily STD Benefit by the number of scheduled work days of the week that you are unable to work due to Disability to determine your STD Benefit for that week.]

f) We will not pay STD Benefits to you for days that you are not ordinarily scheduled to work.]

<<Standard Weekly Calculation>>

[4. Your **Gross STD Benefit** is equal to the lesser of the following:

a) your weekly Predisability Earnings times the STD Benefit Percentage;

[b) the Gross STD Benefit (Flat Amount) stated in the "Schedule of Benefits";]

c) the Maximum Weekly Benefit.

5. Your **STD Benefit** [is equal to your weekly Gross STD Benefit minus Deductible Income [(subject to the Minimum Weekly Benefit)].][is calculated as follows[(subject to the Minimum Weekly Benefit)]: $(A \div B) \times C$], up to 80% of your weekly Predisability Earnings], where:
A = weekly Predisability Earnings minus Work Earnings for that same period.
B = weekly Predisability Earnings.
C = weekly Gross STD Benefit minus Deductible Income.]

<<Standard Monthly Calculation>>

- [6. Your **Gross STD Benefit** is equal to the lesser of the following:
- a) your monthly Predisability Earnings times the STD Benefit Percentage;
 - [b) the Gross STD Benefit (Flat Amount) stated in the “Schedule of Benefits”];
 - c) the Maximum Monthly Benefit.
7. Your **STD Benefit** [is equal to your monthly Gross STD Benefit minus Deductible Income [(subject to the Minimum Monthly Benefit)].][is calculated as follows [(subject to the Minimum Monthly Benefit)]: $(A \div B) \times C$], up to 80% of your monthly Predisability Earnings], where:
A = monthly Predisability Earnings minus Work Earnings for that same period.
B = monthly Predisability Earnings.
C = monthly Gross STD Benefit minus Deductible Income.]

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XIV. DEDUCTIBLE INCOME

- A. Your Gross STD Benefit will always be reduced by Deductible Income which is available to you or which you are eligible to receive as a result of your Disability, whether or not you apply for and receive such payments or benefits[, with the exception of [IPERS/NSERS/ISTRF/PERF]]. The Deductible Income that we will subtract from your Gross STD Benefit is listed below.
- B. To receive the full measure of income under the Group Policy, you must apply for all Deductible Income for which you may be eligible[, with the exception of [IPERS/NSERS/ISTRF/PERF].], as soon as you are entitled to such benefits. If you do not apply for and actively pursue in good faith all Deductible Income for which you may be eligible, we may make our own conclusion as to whether you are entitled to those benefits. If we reasonably and in good faith determine that you are entitled to Deductible Income, we will estimate the amount of those benefits and reduce the Gross STD Benefit by that estimated amount as of the date on which we deem you were eligible to receive Deductible Income. Integration of the estimated amount of Deductible Income that we have determined is available to you will continue until you provide us with proof that you have filed the appropriate application(s) and continue to actively pursue Deductible Income.

Each Payment Period we will determine your STD Benefit using the Deductible Income for the same Payment Period, even if you receive the Deductible Income in another Payment Period.

- C. If you are paid Deductible Income in a lump sum, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will make a reasonable estimate.
- D. We will not estimate the amount of Deductible Income nor reduce your Gross STD Benefit by any amounts for which applications or administrative appeals for Deductible Income are pending, provided that you:
- 1. apply for in good faith and pursue to our satisfaction all Deductible Income for which we determine you might be eligible;
 - 2. designate, at our request, an agent endorsed by us as your representative in the application process and cooperate with that representative at all stages of the application process;
 - 3. keep us informed on a timely basis of the status of all applications for Deductible Income;

4. sign a Reimbursement Agreement; and
5. pursue administrative appeals of Deductible Income denials.

E. **Deductible Income** includes the following:

- [1. Sick pay (including donated amounts and paid time off);]
- [1. Any excess of Sick pay (including donated amounts and paid time off) plus your STD Benefit over 100% of your Predisability Earnings immediately prior to the onset of your Disability.]
- [1. Sick pay (including donated amounts and paid time off) as follows: If you have satisfied the Elimination Period and have accumulated sick pay in excess of the number of days specified in the Elimination Period, you may elect to receive either:
 - a) full STD Benefits under the Group Policy; or
 - b) that portion of sick leave from the Employer which, when added to a portion of the STD Benefit, will equal but not exceed 100% of your Predisability Earnings immediately prior to the onset of Disability[, up to a maximum of 120 days]. [Excess sick leave will be banked for future use.] Any excess of sick pay paid plus STD Benefit over 100% of your Predisability Earnings will be included in Deductible Income.]
- [2. Annual or personal leave pay, severance pay, or other salary continuation, payable to you by your Employer [after [6] months from the date of Disability];
- [3. Your Work Earnings;]
- [3. [Fifty] percent of your Work Earnings;]
- [3. (*Work Earnings are offset as provided in the “STD Benefit Calculation” section*);]
- [4. Any amount you receive or are eligible to receive because of your Disability under any of the following:
 - a) a Workers’ Compensation Law to the extent we, at our discretion, determine that these amounts are of the general character as payments provided under the Group Policy for Disability;
 - b) the Jones Act;
 - c) Maritime Doctrine of Maintenance, Wages or Cure;
 - d) Longshoremen’s and Harbor Worker’s Act;
 - e) any similar act or law;]
- [5. The amount that you, your Spouse and children receive or are eligible to receive because of your Disability, or retirement benefits under:
 - a) the United States Social Security Act[, however, during the first 12 months you are eligible to receive Social Security disability payments, only 50% of such payments will be counted as Deductible Income];
 - b) the Canada Pension Plan;
 - c) the Quebec Pension Plan;
 - d) the Railroad Retirement Act; or
 - e) any similar Plan or Act;

Benefits your Spouse or a child receive or are eligible to receive because of your Disability are Deductible Income regardless of the marital status, custody, or place of residence;]

- [5. The amount that you receive or are eligible to receive because of your Disability, or retirement benefits, under:

- f) the United States Social Security Act[. However, during the first [12 months] you are eligible to receive Social Security disability payments, only [50%] of such payments will be counted as Deductible Income];
 - g) the Canada Pension Plan;
 - h) the Quebec Pension Plan;
 - i) the Railroad Retirement Act; or
 - j) any similar Plan or Act;]
- [6. Any amount you receive or are eligible to receive because of your Disability under any state disability income benefit law or similar law;]
- [7. Except as specifically excluded below, any amount you receive or are eligible to receive because of your Disability under automobile insurance or any group insurance coverage;]
- [8. Retirement plans
- a) Any disability or retirement benefits you receive or are eligible to receive because of your Disability under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;
 - b) If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
 - c) Your and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan;]
- [9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law;]
- [10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your Disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees;]
- [11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;]
- [12. Any amount you receive under any "no fault" motor vehicle plan.]

F. **Deductible Income** does not include the following:

- [1. Any cost of living increases in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.]
- [2. Any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after STD Benefit payments begin;]
- [3. Fifty percent of any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after STD Benefit payments begin;]
- [4. Any increase in benefits under Worker's Compensation or any Occupational Disease Act or Law made after STD Benefit payments begin;]
- [5. Reimbursement for hospital, medical or surgical expense;]

- [6. Reasonable attorneys' fees incurred in connection with a claim for Deductible Income;]
- [7. Benefits from any individual disability insurance policy;]
- [8. Early retirement benefits under the Federal Social Security Act which are not received;]
- [9. Group credit or mortgage disability insurance benefits;]
- [10. Accelerated benefits paid under a life insurance policy;]
- [11. Under your Employer's retirement plan, any amount you could have received upon termination of employment without being disabled or retired;]
- [12. Benefits from the following:
 - [a] Profit sharing plan;]
 - [b] Thrift or savings plan;]
 - [c] Deferred compensation plan;]
 - [d] Plan under IRC Section 401(k), 408(k), or 457;]
 - [e] Individual Retirement Account (IRA);]
 - [f] Tax Sheltered Annuity (TSA) under IRC Section 403(b);]
 - [g] Stock ownership plan;]
 - [h] Keogh (HR-10) plan;]
 - [i] Retirement plan under a professional service corporation with respect to principals.]]

SSL-GSDI-C1900-(05/08)-NT

XV. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

- A. During each period of continuous Disability, we will pay STD Benefits according to the terms of your Employer's coverage under the Group Policy in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:
 - 1. any amendment to the Group Policy or your Employer's coverage under the Group Policy that is effective after you become Disabled.
 - 2. termination of the Group Policy or your Employer's coverage under the Group Policy after you become Disabled.

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XVI. EFFECT OF NEW DISABILITY

- A. If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled, subject to the following:
 - 1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period;
 - 2. The "Exclusions" and "Limitations" sections will apply to the new cause of Disability.

SSL-GSDI-C2100-(05/08)-NT

XVII. EXCLUSIONS

- A. War. You are not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties, or acts of terrorism.

- B. Criminal Conduct. You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault, battery, or any other crime. You are not covered for a Disability caused as a result of your engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- C. Military Leave. You are not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.
- D. Imprisonment. No STD Benefits will be paid for any period of Disability when you are, for any reason, confined in a penal or correctional institution or under house arrest.
- E. Intentionally Self-Inflicted Injury-Suicide. You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.

[F. Pre-existing Condition.

- [1. You are not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless:

- a) you have not received treatment for the Pre-existing Condition for [6] consecutive months from the effective date of your insurance][, or]
- b) you have been continuously insured under the Group Policy for at least [12 months] and have been Actively at Work for at least [one full day] after the end of the [12 months].]

- [1. You are not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless you have been continuously insured under the Group Policy for at least [12 months] and have been Actively at Work for at least [one full day] after the end of that [12 months].]

- 2. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which you have consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the [3 month] period just before the effective date of your insurance under the Group Policy.]

[G. Elective Surgery

- 1. You are not covered for a Disability caused or contributed to by any surgery or other procedure which:
 - a) is not medically necessary; or
 - b) does not promote the proper function of your body or prevent or treat Physical Disease or Injury; or
 - c) is directed at improving your appearance, unless such surgery or procedure is necessary to correct a deformity resulting from a congenital abnormality or a disfiguring Physical Disease or Injury.

[H. Failure to be Under the Regular Care of a Physician.

- 1. You are not covered for a Disability when you are not under the Regular Care of a Physician in the appropriate specialty as determined by us, providing appropriate treatment in accordance with the Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder that caused the Disability.
- 2. You are not covered for a Disability that has not been diagnosed by your attending Physician. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his or her opinion as to why you are not able to perform the Material Duties of your occupation.]

- [I. Failure of Obligations. You are not covered for a Disability when you fail to satisfy your obligations as required under this Certificate.]
- [J. Occupational Disability. [You are not covered for a Disability arising out of or in the course of any employment for wage or profit.] [You are not covered for any Disability for which Worker's Compensation benefits are payable.]]
- [K. Motor-driven Vehicle. You are not covered for a Disability caused or contributed to by your riding in or driving any motor-driven vehicle in a race, stunt show, or speed test; or while testing any vehicle on any racecourse or speedway.]
- [L. Sporting Event. You are not covered for a Disability that occurs as a result of participating in any sporting event for pay or prize money.]
- [M. Aircraft. You are not covered for a Disability that occurs as a result of operating, learning to operate, serving as a crew member on, or jumping from or falling from any aircraft including those which are not motor-driven.]
- [N. Poison - Gas. You are not covered for a Disability caused or contributed to by your voluntary taking of poison or inhaling of gas.]

SSL-GSDI-C2200-(05/08)-NT

XVIII. LIMITATIONS

- [A. Foreign Residency. Payment of STD Benefits is limited to [6 months] for each period of continuous Disability while you reside outside of the United States or Canada.]
- [B. Payment Limit. In no event will the STD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event your STD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the STD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings.]

SSL-GSDI-C2300-(05/08)-NT

XIX. RESPONSIBILITIES OF DISABLED INSURED PERSONS

A. Your Obligations During A Period Of Disability

1. You must make a good faith effort to recover from, or reduce the severity of, your Disability and the resulting loss of income, or you will forfeit benefits. The Group Policy requires you to take a variety of actions in this regard, including, but not limited to, the following:
 - [a) You must accept any position within a broad definition of Own Occupation that you can perform and which your Employer or another employer makes available regardless of whether the compensation for such work is less than your Predisability Earnings. The income earned will be treated as Work Earnings.]
 - b) You must arrange for and use the Regular Care of a Physician. In addition, you must pursue any reasonable medical procedure or treatment that would likely improve your condition or end your Disability, and that does not pose unreasonable risks.

- c) You must submit periodic evidence from your Physician that substantiates, to our satisfaction, that you remain Disabled. This required evidence includes, but is not limited to, objective medical and/or psychiatric evidence from a Physician that confirms your Disability. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his/her opinion as to why you are not able to perform the Material Duties of your Own Occupation or Any Occupation. You must obtain and provide this information at your own expense.
 - d) Where they exist, you must engage in appropriate medical and/or occupational rehabilitation programs that are reasonably expected to enable you to return to work. You must notify us when you participate in such a program.
 - e) You must appeal denials of Deductible Income and actively pursue such appeals in good faith.
 - f) You must promptly provide us with all information that we reasonably decide is necessary to verify and administer your claim for benefits.
- 2. Return to Work Responsibility. No benefits will be payable and your claim will end if you are able to work in your Own Occupation but choose not to.
 - 3. Duty to Furnish Information. To receive benefits under the Group Policy, you must authorize and direct medical care providers and sources of earnings or Deductible Income to provide us with all information and records that we reasonably determine to be relevant to the determination of benefits or eligibility for benefits. We do not pay fees charged for submitting this information to us. Any such costs will be your responsibility.
- B. Our Right to Examine. We may require you to be examined by a Physician, other medical practitioner and/or vocational expert of our choice, in addition to your obligation to be under the Regular Care of a Physician as specified above. In such case, we will pay for the additional examination. You must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Company representative.
- C. Insured Person's Failure to Comply
- 1. We have the right to suspend benefits during any portion of a Disability in which you fail to comply with any of the requirements set forth in this Certificate.
 - 2. We have the further right to terminate irrevocably all further benefits under the Group Policy when benefits have been suspended for a period of [6] consecutive months due to your failure to comply with any of the requirements of the Group Policy.

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XX. CLAIMS

- A. Notice of Claim
- 1. Written notice of claim should be given to us within [30 days of the date the Elimination Period ends], if that is possible. If that is not possible, you must notify us as soon as it is reasonably possible to do so.
 - 2. When we receive a written notice of claim, we will send you our claim forms for filing Proof of Loss. If you do not receive the forms within [15 days after written notice of claim is sent], you can send us written Proof of Loss without waiting for the forms.
- B. Proof of Loss

1. **Proof of Loss** means all the information necessary to determine that a loss occurred:
 - a) for which the Group Policy provides benefits; and
 - b) which is not subject to any exclusions; and
 - c) which meets all other conditions for benefits.
2. Written Proof of Loss must be furnished to us at our home office no later than [90 days] after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible, but not later than [one year following the end of the 90 day period]. These limits will not apply while an Insured Person lacks legal capacity.
3. Any items we may reasonably require in support of a claim, such as completed claims statements and a signed authorization for us to obtain information including tax information, must be submitted at your expense. If the required documentation is not provided within [60 days after we mail our request], your claim may be denied. No benefits will be paid until we receive Proof of Loss satisfactory to us.

C. Investigation of Claim

1. We may investigate a claim at any time.
2. At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

D. Payment of Claims

1. We will pay STD Benefits within [30 days after we receive satisfactory Proof of Loss], but not before satisfaction of the Elimination Period.
2. Claim Payment Method. STD Benefit payments that you qualify for will be paid to you as specified in the "Schedule of Benefits". Payments for partial weekly benefits will be pro-rated based on a [7] day week. Payments for partial monthly benefits will be pro-rated based on a [30] day month.
3. STD Benefits payable at the time of your death will be paid [to your estate.][to the person(s) receiving the "Survivor Benefit" if applicable. If no "Survivor Benefit" is paid, the unpaid STD Benefits will be paid to your estate.]

E. Notice of Adverse Decision on Claim

1. We will notify you of an adverse benefit determination within a reasonable period of time, but not later than [45 days after we receive satisfactory Proof of Loss]. This period may be extended by us for up to [30 days], provided that we determine that such an extension is necessary due to matters beyond our control, and provided that we notify you prior to the end of the initial [45 day period], of the circumstances requiring the extension of time and the date by which we expect to render a decision.
2. If, prior to the end of the first [30 day extension period], we determine that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional [30 days], provided that we notify you prior to the expiration of the first [30 day extension period], of the circumstances requiring the extension and the date as of which we expect to render a decision.
3. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. You will be given at least [45 days] within which to provide the specified information.
4. If we deny any part of your claim, you will receive a written notice of denial containing the following:
 - a) the reasons for our decision;
 - b) reference to the provisions of the Group Policy on which our decision is based;
 - c) a description of any additional information needed to support your claim;

d) information concerning your right to a review of our decision.

F. Review Procedure

1. If all or part of a claim is denied, you may request a review. A request for a review must be in writing and received by us within [120] days after you receive notice of the denial.
2. You may send us written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.
3. We will review the claim promptly after we receive the request. We will send you a notice of our decision within [45 days after we receive the request], unless special circumstances require an extension. If we determine that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the expiration of the initial [45 day] period. In no event will such extension exceed a period of [60 days from the end of the initial period].

G. Assignment. The rights and benefits under the Group Policy are not assignable.

SSL-GSDI-C2500-(05/08)-NT

XXI. RIGHT TO REIMBURSEMENT

- A. If we make benefit payments to you in excess of the amounts required by the provisions of this Group Policy or, if you receive retroactive benefits from any Deductible Income source for periods of time during which we paid benefits to you, you must reimburse us for any such excess, duplicate, or erroneous payments.
- B. Before any STD Benefits are paid to you, you must execute and deliver to us a Reimbursement Agreement, provided by us, setting forth specific terms of reimbursement.
- C. Upon request, you must execute and deliver to us such documents as may be required, and do whatever else may be necessary, to secure our rights to recover any excess, duplicate, or erroneous payments.
- D. You must reimburse us in a satisfactory and timely manner for any payments made to which you were not entitled under the terms of this Policy. Such reimbursement will be due and payable immediately upon our notification to you. At our option, subsequent payment of benefits or the refund of any premium owed to you by us may be reduced or applied by us directly toward such reimbursement obligation. If you delay in notifying us of your receipt of Deductible Income or in making reimbursement to us, we will have the right to charge interest at a reasonable rate on the delinquent amount owed to us.
- E. Our acceptance of premium or other fees, or our providing or paying of benefits, does not constitute a waiver of our rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to us at law or in equity.

SSL-GSDI-C2600-(05/08)-NT

XXII. SUBROGATION

- A. If STD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.
- B. If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.

If suit or action is filed, we may record a notice of payments of STD Benefits and such notice will constitute a lien on any judgment recovered.

- C. If you or your legal representatives fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of STD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, will be paid to you or as the court may direct.

SSL-GSDI-C2700-(05/08)-NT

XXIII. ALLOCATION OF AUTHORITY

- A. Except for those functions which the Group Policy specifically reserves to the Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims and to interpret the Group Policy and resolve all questions arising in the administration, interpretation and application of the Group Policy.
- B. Our authority includes, but is not limited to the following:
1. the right to resolve all matters when a review has been requested;
 2. the right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
 3. the right to determine the following:
 - a) eligibility for insurance;
 - b) entitlement to benefits;
 - c) the amount of benefits payable;
 - d) the sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.
- C. Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

SSL-GSDI-C2800-(05/08)-NT

XXIV. TIME LIMITS ON LEGAL ACTIONS

- A. No action at law or in equity may be brought until 60 days after we have received Proof of Loss. No such action may be brought more than three years after the earlier of the following:
1. the date we receive Proof of Loss;
 2. the time within which Proof of Loss is required to be given.

SSL-GSDI-C2900-(05/08)-NT

XXV. INCONTESTABILITY PROVISIONS

- A. Incontestability of Insurance
1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
 2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
 - a) the insurance would not have been approved if we had known the truth; and
 - b) we have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

3. After insurance has been in effect for [two years], during the lifetime of the Insured Person, we will not use a misrepresentation as a basis for reducing or denying a claim, unless it was a fraudulent misrepresentation.

B. Incontestability of the Group Policy

1. Any statement made by the Employer to obtain coverage under the Group Policy is a representation and not a warranty.
2. No misrepresentation by your Employer will be used as a basis for denying a claim under the Group Policy unless:
 - a) the Group Policy would not have been issued if we had known the truth; and
 - b) we have given the Employer a copy of a written instrument which contains the misrepresentation.
3. The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

SSL-GSDI-C3000-(05/08)-NT

XXVI. CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

1. Clerical error by us, your Employer, or their respective employees or representatives will not:
 - a) cause a person to become insured under the Group Policy or a provision of it.
 - b) invalidate insurance otherwise validly in force.
 - c) continue insurance otherwise validly terminated.
 - d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
2. In the event that a clerical error results in an incorrect rate, we reserve the right to adjust the rate accordingly.

B. The payment of premium, by itself, will not obligate us to provide benefits to anyone who is not eligible for coverage under the Group Policy.

C. Your Employer acts on its own behalf as your agent, and not as our agent. The Policyholder has no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

D. Misstatement of Age or Gender

1. If the age or gender, or both, of a person has been misstated, we will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - a) the amount of insurance based on the correct age and gender; and
 - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

[E. Misstatement of Tobacco Use

1. If a person's use of tobacco has been misstated, we have the following rights:
 - a) The right to make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - (1) the amount of insurance based on the correct tobacco use status; and
 - (2) the difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.
 - b) The right to rescind that person's insurance subject to the "Incontestability Provisions" section. In such case, we will return the premium paid for a person's insurance.]

XXVII.FRAUD

- [A. It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Group Policy and recovery of any amounts we have paid.]

XXVIII. TERMINATION OR AMENDMENT OF THE GROUP POLICY

- A. The Group Policy may be terminated, changed or amended in whole or in part by us or the Employer according to the terms of the Group Policy. Any such change or amendment may apply to current or future Eligible Persons covered under the Group Policy or to any separate classes or categories thereof.
- B. We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Employer's consent.
- C. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than [31 days] advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Eligible Persons, at any time by giving us advanced written notice at least [31 days] prior to such termination. Insurance will terminate automatically for nonpayment of premium.
- D. Benefits are limited to the terms of the Group Policy, including any valid amendments. No change or amendment of your Employer's coverage will be valid unless it is approved in writing by one of our executive officers and delivered to your Employer. Your Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

[XXIX. REASONABLE ACCOMMODATION EXPENSE BENEFIT

- A. If you return to work in Any Occupation for any employer (but not including self-employment) as a result of a reasonable accommodation made by such employer, we will pay your employer a Reasonable Accommodation Expense Benefit of up to [\$600], but not to exceed the expenses incurred. Any Occupation means any job for which you are qualified by education, training, or experience regardless of whether you are working in that or another occupation.
- B. The Reasonable Accommodation Expense Benefit is payable only if:
1. the reasonable accommodation is approved by us in writing prior to its implementation; and
 2. the reasonable accommodation meets the federal standards of a reasonable accommodation under the Americans With Disabilities Act of 1991, as amended.]

[XXX. SURVIVOR BENEFIT

- A. If you die while STD Benefits are payable[, and on the date you die you have been continuously Disabled for at least [180] days], we will pay a Survivor Benefit as follows:

1. The Survivor Benefit is a lump sum equal to [3] times the amount of [your Last Gross STD Benefit].
 2. For the purpose of this Survivor Benefit, your Last Gross STD Benefit means your annual Predisability Earnings in effect at the time of your death, divided by [52/12], then multiplied by the STD Benefit Percentage, not to exceed the Maximum [Weekly][Monthly] Benefit. This definition of Last Gross STD Benefit shall apply to this Survivor Benefit regardless of the method used to calculate your STD Benefit immediately prior to your death.
 3. The Survivor Benefit will first be applied to reduce any overpayment of your claim.
 4. The Survivor Benefit will be paid at our option to any one of the following:
 - a) Your surviving Spouse;
 - b) Your surviving unmarried children, including adopted children, under age [25];
 - c) Your surviving Spouse's unmarried children, including adopted children, under age [25][;];
 - d) Your estate].
- [5. No Survivor Benefit will be paid if you are not survived by any person listed in 3a., b., or c. above.]]

SSL-GSDI-C6800-(05/08)-NT

[AMENDMENT [1]]
TO THE GROUP SHORT TERM DISABILITY INSURANCE
CERTIFICATE OF COVERAGE

- A. This Amendment number [1] effective on [amendment1date] amends certain provisions of the Group Short Term Disability Insurance Certificate of Coverage as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Group Policy, unless otherwise stated herein.
- [1. Information related to any special agreements not addressed in the policy or certificate will be referenced here. For example, if we allow a group to submit reports in lieu of paper applications it will be noted on this amendment.]]

SSL-GSDI-C7000 (05/08)-NT

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

Home Office: 485 Madison Avenue ▪ New York, NY 10022
Administrative Office: 1241 John Q. Hammons Drive ▪ Madison, WI 53717

**GROUP LONG TERM DISABILITY INSURANCE
POLICY**

Policyowner: [ABC Company]

Policy Effective Date: [Policy Effective Date]

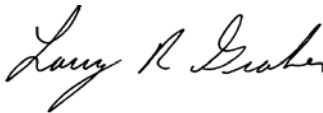
The Insurer has issued this Group Policy to the above referenced Policyowner. No coverage under the Group Policy is in effect until approved in writing by Standard Security Life Insurance Company of New York (the "Insurer").

Defined terms appear with their initial letters capitalized. References to section headings appear in quotation marks. In the event of any conflict between the Group Policy and the Certificate, the Group Policy will control.

This Group Policy is signed by the President of Standard Security Life Insurance Company of New York.

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

By

A handwritten signature in black ink, appearing to read "Larry R. Graber". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Larry R. Graber
President

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DEFINITIONS

Active Work and **Actively at Work** are defined in the “Eligibility for Insurance” section.

Any Occupation means any job for which an Insured Person is qualified by education, training, or experience regardless of whether he or she is working in that or another occupation.

Contributory means that the Insured Person pays all or a portion of the premium for insurance.

[CPI-W] means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the [CPI-W] is discontinued or changed, the Insurer may use a comparable index. Where required, the Insurer will obtain prior state approval of the new index.

Deductible Income is defined in the “Deductible Income” section.

Disability and **Disabled** are defined in the “Definition of Disability” section.

[Domestic Partner] [is defined in the “Schedule of Benefits”.][means a person who lives in the same household and shares the common resources of life in a close, personal intimate relationship with the Insured Person if, under state law, that individual would not be prevented from marrying the Insured Person on account of age, blood relationship, or prior undissolved marriage to another.] [A Domestic Partner may be of the same or opposite gender as the Insured Person.] [The Insured Person must complete an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer and filed that affidavit for public record, if required by state law.] [Except where otherwise specified, a Domestic Partner will be the equivalent of a Spouse under the Group Policy.] [Except where otherwise specified, a Child of a Domestic Partner will be the equivalent of a Child of a Spouse under the Group Policy.]]

Eligible Class means an employment classification defined by the Employer and specified in the “Schedule of Benefits”. The Insured Person must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

Eligible Person is defined in the “Eligibility for Insurance” section.

Elimination Period means the period of time that an Insured Person must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable during the Elimination Period. The Elimination Period is specified in the “Schedule of Benefits”.

Employee is defined in the “Eligibility for Insurance” section.

Employer means an employer (including approved affiliates and subsidiaries) to which the Insurer has assigned a Plan Number and issued a Policy.

Evidence of Insurability is defined in the “Becoming Insured” section.

[First Day Hospital Benefit] means that if an Insured Person becomes Hospitalized due to an Injury, Pregnancy or Physical Disease, the Elimination Period will be waived and benefit payments will start immediately, provided that the Insured Person is Disabled.]

Group Policy means the group LTD insurance policy issued by the Insurer to the Employer under a specified Plan Number.

Gross LTD Benefit is defined in “LTD Benefit Calculation” section.

Guarantee Issue is the amount of coverage provided, up to the Maximum Monthly Benefit, which is not subject to Evidence of Insurability.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals. [For the purpose of the First Day Hospital Benefit, Hospital includes a medical clinic.]

[Hospitalized] means that the Insured Person is confined to a Hospital because of a Disability for at least 24 hours[, or that the Insured Person undergoes a surgical procedure performed on an outpatient basis].]

[Indexed Predisability Earnings] means the Insured Person's Predisability Earnings adjusted annually by [the [lesser of the] rate of increase in the [CPI-W] [or] [10%]]. During the first year of Disability, Indexed Predisability Earnings are the same as the Predisability Earnings. Thereafter, the Insured Person's Indexed Predisability Earnings are determined on each anniversary of his or her Disability using the above method. [The maximum adjustment in any year is [10%].] [The Insured Person's Indexed Predisability Earnings may increase or remain the same, but will never decrease, even if the [CPI-W] decreases.] [If the rate of the [CPI-W] decreases, the Insured Person's Indexed Predisability Earnings may reduce accordingly; however, such adjustments will never reduce the Insured Person's Indexed Predisability Earnings below the original amount.]]

Injury means a bodily Injury that is the direct result of an accident, that is not related to any other cause, and which in and of itself results in the Insured Person's Disability[within 90 days]. Benefits will be payable to the Insured Person only if the Injury occurs while he or she is insured under the Group Policy.

Insured Person means an Eligible Person whose coverage has become effective under the Group Policy.

Late Enrollee means an Employee who applies for coverage under the Group Policy more than 31 days after becoming an Eligible Person.

LTD means long term disability.

LTD Benefit means the net benefit payment due to the Insured Person after deductions are applied to the Gross LTD Benefit as provided for under the Group Policy. The LTD Benefit is calculated under the "LTD Benefit Calculation" section.

Material Duties is defined in the "Eligibility for Insurance" section.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Elimination Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if the Insured Person is still Disabled. The Maximum Benefit Period is specified in the "Schedule of Benefits".

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease. [The Term "Mental Disorder", however, does not include any condition diagnosed as Psychosis.]

Noncontributory means the Employer pays the entire premium for insurance.

Own Occupation means the occupation the Insured Person routinely performs for the Employer at the time Disability begins. The Insurer will look at the Insured Person's occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes Pregnancy.

Physician means [a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.] [a qualified practitioner who is licensed, under the laws of a state of the United States of America, to diagnose and treat the physical or mental impairment(s) causing the Insured Person's Disability. This definition includes only the following practitioners, and only to the extent that the services provided are within the scope of the individual practitioner's professional license:

M.D. –Doctor of Medicine
[D.O. – Doctor of Osteopathy]
[S.C. – Doctor of Surgical Chiropody]
[D.P.M. – Doctor of Podiatric Medicine]
[O.D. – Doctor of Optometry]
[D.C. – Doctor of Chiropractic]
[D.D.S. – Doctor of Dental Surgery]
[D.M.D. – Doctor of Medical Dentistry]]

For the purpose of this Group Policy, "Physician" will not include you or your Spouse, or the brother, sister, parent or child of either an Insured Person or an Insured Person's Spouse.

Plan Effective Date means the date on which the Group Policy becomes effective.

Plan Number means the number used by the Insurer to reference an Employer and the terms of coverage specified under the Group Policy.

Predisability Earnings is defined in the "Predisability Earnings" section.

[**Pre-existing Condition** is defined in the "Exclusions" section.]

Pregnancy means a pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means an Employer's group long term disability insurance plan in effect on the day immediately preceding the Plan Effective Date under this Group Policy.

Proof of Loss is defined in the "Claims" section.

Regular Care of a Physician means:

1. that the Insured Person personally visits a Physician as frequently as is medically required according to standard medical practice, but in no event less than annually, to effectively manage and treat the Insured Person's disabling condition(s);
2. that the Insured Person's Physician is rendering appropriate treatment and care for the disabling condition(s) which conform(s) with standard medical practice and is the most appropriate for the disabling condition(s), according to standard medical practice; and
3. that the Insured Person is complying with all aspects of the treatment plan prescribed by the Physician.

[**Retirement Date** means the earlier of:

1. the date the Insured Person retires as defined by the Employer;
2. the date the Insured Person becomes eligible to receive retirement benefits under any pension plan to which the Employer contributes, or
3. the date the Insured Person becomes eligible to receive retirement benefits under any state or federal retirement plan or under social security law.]

[Special Condition means a condition which is based on self-reported symptoms and is not verifiable using objective medical tests, procedures or clinical examinations standardly accepted in the practice of medicine. Special Conditions include but are not limited to the following:

- [1. Musculoskeletal and connective tissue disorders of the neck and back;]
- [2. Any disease or disorder of the cervical, thoracic and lumbosacral back and its surrounding soft tissue;]
- [3. Chronic sprains and strains of joints and adjacent muscles;]
- [4. Chronic headaches;]
- [5. Chronic pain;]
- [6. Tinnitus (ringing of the ears);]
- [7. Hyperacusis (sensitivity to sound);]
- [8. Post Lyme Disease syndrome;]
- [9. Chronic Fatigue Syndrome.]
- [10. Fibromyalgia;]
- [11. Environmental Allergic Sickness;]
- [12. Chemical and environmental sensitivities;]
- [13. Sick Building Syndrome.]]

Spouse means a person to whom the Insured Person is legally married and from whom he or she is not legally separated.

[Substance Abuse means a condition listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease within a classification category or code including but not limited to 291, 292, 303, 304 or 305.]

Waiting Period is defined in the “Eligibility for Insurance” section.

[Work Earnings means the Insured Person’s gross monthly earnings from work he or she performs in Any Occupation while Disabled during his or her Own Occupation Period.

Work Earnings includes earnings from the Insured Person’s Employer, any other employer, self-employment and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

[Work Earnings does not include income earned while Disabled from an occupation the Insured Person held in addition to his or her Own Occupation prior to becoming Disabled. This exception is limited to the amount he or she was earning from this additional occupation immediately prior to becoming Disabled. Any excess over this amount that the Insured Person earns from the additional occupation during Disability will be Work Earnings and deducted as provided above.]

If the Insured Person is paid in a lump sum or on a basis other than monthly, the Insurer will prorate the Work Earnings over the period of time to which they apply. If no period of time is stated, the Insurer will make a reasonable estimate.

[In determining the Insured Person’s Work Earnings, the Insurer:

1. will use the financial accounting method the Insured Person uses for income tax purposes, if he or she uses that method on a consistent basis;
2. will not be limited to the taxable income the Insured Person reports to the Internal Revenue Service;
3. may ignore expenses [under section 179 of the IRC] as a deduction from the Insured Person’s gross earnings;
4. may ignore depreciation as a deduction from the Insured Person’s gross earnings;
5. may adjust the financial information the Insured Persons provides to the Insurer in order to clearly reflect the Insured Person’s Work Earnings.]

If the Insurer determines that the Insured Person's earnings vary substantially from month to month, the Insurer may determine the Insured Person's Work Earnings by averaging his or her earnings over the most recent [three-month period]. The Insured Person will no longer be Disabled when his or her average Work Earnings [over the last three months] exceed [80%] of his or her [Indexed] Predisability Earnings [, or when the Insured person is capable of earning more than [80%] of his or her [Indexed] Predisability Earnings].]

[Work Earnings] means the Insured Person's gross monthly earnings from work performed while Disabled.

[Work Earnings includes earnings from the Insured Person's Employer, any other employer, self-employment and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.]

[Work Earnings does not include income earned while Disabled from an occupation the Insured Person held in addition to his or her Own Occupation prior to becoming Disabled. This exception is limited to the amount he or she was earning from this additional occupation immediately prior to becoming Disabled. Any excess over this amount that the Insured Person earns from the additional occupation during Disability will be Work Earnings and deducted as provided above.]

If the Insured Person is paid in a lump sum or on a basis other than monthly, the Insurer will prorate the Work Earnings over the period of time to which they apply. If no period of time is stated, the Insurer will make a reasonable estimate.

[In determining the Insured Person's Work Earnings, the Insurer:

1. will use the financial accounting method the Insured Person uses for income tax purposes, if he or she uses that method on a consistent basis;
2. will not be limited to the taxable income the Insured Person reports to the Internal Revenue Service;
3. may ignore expenses [under section 179 of the IRC] as a deduction from the Insured Person's gross earnings;
4. may ignore depreciation as a deduction from the Insured Person's gross earnings;
5. may adjust the financial information the Insured Person gives the Insurer in order to clearly reflect the Insured Person's Work Earnings.]

If the Insurer determines that the Insured Person's earnings vary substantially from month to month, the Insurer may determine Work Earnings by averaging the Insured Person's earnings over the most recent [three-month period]. During the Own Occupation Period, the Insured Person will no longer be Disabled when his or her average Work Earnings [over the last three months] equal or exceed [80%] of the Insured Person's [Indexed] Predisability Earnings[, or when the Insured Person is capable of earning [80%] or more of his or her [Indexed] Predisability Earnings.] During the Any Occupation Period, the Insured Person will no longer be Disabled when his or her average Work Earnings [over the last three months] equal or exceed [80%] of his or her [Indexed] Predisability Earnings[, or when the Insured Person is capable of earning [80%] or more of his or her [Indexed] Predisability Earnings.]]

I. INSURING CLAUSE

- B. If an Insured Person becomes Disabled while insured under the Group Policy, the Insurer will pay LTD Benefits according to the terms of the Employer's coverage under the Group Policy, after receiving satisfactory Proof of Loss.

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II. ELIGIBILITY FOR INSURANCE

- A. To be eligible for insurance under the Group Policy (a Candidate), such Candidate must be an Eligible Person. An **Eligible Person** is a person who has met the following requirements:

1. The Candidate must be an Employee. Employee means an individual who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes. [The term "Employee" also includes [board members].]
2. The Candidate must be a citizen or legal resident of the United States or Canada, and he or she must reside in the United States or Canada;
3. The Candidate must be Actively at Work and capable of sustained Active Work.
 - a) Active Work and Actively at Work mean performing all the Material Duties of the Candidate's Own Occupation at his or her Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as the Candidate is capable of Active Work on those days.
 - b) **Minimum Hourly Work Requirement** means the work hours over a given time period that are required of the Candidate in order to be eligible for coverage. The Eligible Person's Minimum Hourly Work Requirement is specified in the "Schedule of Benefits".
 - c) **Material Duties** means the duties generally required by employers in the national economy of those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will working an average of more than 40 hours per week be considered a Material Duty.
4. An Insured Person cannot be a [part-time/temporary or seasonal employee/full-time member of the armed forces of any country/leased employee/independent contractor.] [Where an employment contract specifies, coverage is available for board-approved long-term substitute teachers during the term of their contract. Coverage will not continue during summer months or any other period of time for which the long-term substitute teacher is not scheduled to work.]
5. A Candidate must satisfy his or her Waiting Period. Waiting Period means the period of time that a Candidate must be Actively at Work as an Employee before his or her coverage may become effective. The Waiting Period is specified in the "Schedule of Benefits".

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III. BECOMING INSURED

- A. To become an **Insured Person** under the Group Policy, an Employee must be an Eligible Person and meet the following requirements as each may apply:

1. If Evidence of Insurability is required, an Eligible Person must provide such Evidence of Insurability and be approved for coverage by the Insurer. The “Schedule of Benefits” specifies when Evidence of Insurability is required.
2. Evidence of Insurability.
 - a) Providing **Evidence of Insurability** means that an applicant must:
 - (1) complete and sign the Insurer’s Evidence of Insurability application and return the original application to the Insurer no later than [60] days from the date of signing; and
 - (2) authorize the Insurer to obtain information about the applicant’s health; and
 - (3) undergo a physical examination, if required by the Insurer, which may include diagnostic testing; and
 - (4) provide any additional information about the applicant’s insurability that the Insurer may reasonably require.
 - b) If an Eligible Person, or his or her Spouse or dependents are required to provide Evidence of Insurability, the Eligible Person will be responsible for all costs associated with providing Evidence of Insurability.
 - c) In each case where Evidence of Insurability is required, the Insurer bases its decision whether to approve coverage on the information provided during the underwriting process. If the Insurer learns that the information relied on to approve coverage was incorrect, or that relevant information was omitted, the Insurer may retroactively rescind coverage and deny claims.
3. If the insurance an Eligible Person wishes to obtain is Contributory insurance, he or she must apply in writing and remit the required premiums.

B. Effective Date of Insurance

1. Initial Enrollment
 - a) Noncontributory insurance not subject to Evidence of Insurability, or which is subject to Evidence of Insurability and has been approved by the Insurer, becomes effective on [the date the Employee became an Eligible Person][the date specified in the “Schedule of Benefits”]. If, however, the Eligible Person initially waives participation in such coverage and then later wishes to participate, he or she will be treated as a Late Enrollee, subject to Evidence of Insurability.
 - b) Contributory insurance subject to Evidence of Insurability becomes effective on [the first day of the month immediately following the month in which the Eligible Person’s Evidence of Insurability is approved by the Insurer, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.] [the date the Insurer approves the Eligible Person’s Evidence of Insurability for such coverage.][the date specified in the “Schedule of Benefits”].
 - c) Contributory insurance not subject to Evidence of Insurability. Provided that the Eligible Person applies prior to, or within 31 days of becoming an Eligible Person, Contributory insurance not subject to Evidence of Insurability becomes effective on [the date the Employee becomes an Eligible Person][the first day of the month immediately following the month in which the Employee becomes an Eligible Person, except that if he or she becomes an Eligible Person on the first day of a month, such coverage becomes effective on that day.] [the date specified in the “Schedule of Benefits”]. If the Employee does not apply for such coverage prior to, or within 31 days of becoming an Eligible Person and subsequently wish to obtain coverage, he or she will be a Late Enrollee, subject to Evidence of Insurability.
2. Increases in Existing Coverage and Late Enrollee Applications
 - a) Where Evidence of Insurability is required, increases of existing coverage and Late Enrollee applications become effective on [the date on which his or her Evidence of Insurability for such

coverage is approved by the Insurer.] [the first day of the month immediately following the month in which the Eligible Employee's Evidence of Insurability is approved by the Insurer, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.] [the date specified in the "Schedule of Benefits".]

- b) Where Evidence of Insurability is not required, an increase of existing coverage becomes effective on [the date that the Employee becomes eligible for such coverage.] [the first day of the month immediately following the month in which the Employee becomes eligible for such coverage, except that if he or she becomes eligible on the first day of a month, such coverage becomes effective on that day.] [the date specified in the "Schedule of Benefits".]
- 3. If the Employee is incapable of sustained Active Work due to a Disability on the day before the scheduled effective date of his or her insurance, such insurance will not become effective until the day after he or she is capable of sustained Active Work and completes one day of Active Work as an Eligible Person.

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IV. WAIVER OF PREMIUM

- A. Premium payments are required during the Elimination Period. However, payment of premium is waived [commencing on the [91st]day of payable benefits, and only] while LTD Benefits are payable. Upon the Insured Person's return to Active Work, premium payments will again be payable.

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V. WHEN INSURANCE ENDS

This provision applies to the Insured Person if he or she is not Disabled.

- A. Except as otherwise provided for under this section, coverage will cease on the earliest of the following to occur:
 - 1. the date the Employer's coverage under the Group Policy terminates;
 - 2. the date an Insured Person ceases to be an Eligible Person;
 - 3. the date that a premium payment is not paid when required;
 - 4. the date the Insured Person [becomes eligible for coverage][becomes covered] under another group [long-term] disability policy;
 - 5. if the Insured Person is a contract employee not returning to work as an Eligible Person the next contract year, the earlier of the following:
 - a) the date the Insured Person becomes employed with another employer;
 - b) the Insured Person's Retirement Date;
 - c) expiration of the current contract year;
 - 6. the Insured Person's Retirement Date.]
- B. Approved FMLA Leave of Absence – Contributory or Noncontributory Coverage
 - 1. If an Insured Person is on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
 - a) the Insurer receives written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - c) the Employer remits the required premium for coverage.
 - 2. The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of the Insured Person's earnings in

effect on his or her last full day of Active Work prior to the leave, or the salary for which premium was paid.

[C. Paid Sabbatical - If the Insured Person is a professional Employee [(Administrator or Certified Teacher)] on a paid sabbatical leave, coverage will continue subject to the following:

1. Noncontributory Coverage

a) Coverage will continue provided that:

- (1) the Insurer receives written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the sabbatical and the amount of the Insured Person's covered salary; and
- (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
- (3) the Employer remits the required premium for coverage.

b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.

c) Unless the Insured Person returns to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or [3 months] from the date the paid sabbatical began.

2. Contributory Coverage

a) Coverage will continue provided that:

- (1) the Insurer receives written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
- (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
- (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured Person's behalf.

b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.

c) Unless the Insured Person returns to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or [3 months] from the date the paid sabbatical began, or the date the Insured Person fails to pay the premium as required.

d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during a paid sabbatical and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[D. Unpaid Sabbatical - If the Insured Person is a professional Employee [(Administrator or Certified Teacher)] on an unpaid sabbatical leave, coverage will continue subject to the following:

1. Noncontributory Coverage

a) Coverage will continue provided that:

- (1) the Insurer receives written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the unpaid sabbatical and the amount of the Insured Person's covered salary; and
 - (2) unpaid sabbaticals and the right to continue coverage during unpaid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
 - b) No benefits are payable during an unpaid sabbatical. If the Insured Person becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.
 - c) Unless the Insured Person returns to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or [3 months] from the date the unpaid sabbatical began.
2. Contributory Coverage
- a) Coverage will continue provided that:
 - (1) the Insurer receives written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - (2) unpaid sabbatical leaves of absence and the right to continue coverage during unpaid sabbatical leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured Person's behalf.
 - b) No benefits are payable during an unpaid sabbatical. If the Insured Person becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.
 - c) Unless the Insured Person returns to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or [3 months] from the date the unpaid sabbatical began, or the date the Insured Person fails to pay the premium as required.
 - d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during an unpaid sabbatical and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[E. Paid Leave of Absence. If an Insured Person is on a paid leave of absence, coverage will continue subject to the following:

- 1. Noncontributory coverage
 - a) Coverage will continue provided that:
 - (1) the Insurer receives written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - (2) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
 - b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In

the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.

- c) Unless the Insured Person returns to active, eligible status on or before the date the leave is scheduled to end, coverage extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end or [3 months] from the date the paid leave began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insurer receives written notice in advance of a paid leave of absence approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - (2) paid leaves of absence and the right to continue coverage during paid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured Person's behalf.
- b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of the date the paid leave of absence is scheduled to end or [3 months] from the date the paid leave of absence began, or the date the Insured Person fails to pay the premium as required.
- d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during a paid leave of absence and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[F. Unpaid Leave of Absence - If the Insured Person is on an unpaid leave of absence, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insured receives written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the unpaid leave of absence and the amount of the Insured Person's covered salary; and
 - (2) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid leave of absence. If the Insured Person becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or [3 months] from the date the unpaid leave of absence began.

2. Contributory Coverage

a) Coverage will continue provided that:

- (1) the Insurer receives written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
- (2) unpaid leaves of absence and the right to continue coverage during unpaid leave of absence are available to all Employees in the same Eligible Class under the Group Policy; and
- (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured Person's behalf.

b) No benefits are payable during an unpaid leave of absence. If the Insured Person becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.

c) Unless the Insured Person returns to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or [3 months] from the date the unpaid leave of absence began, or the date the Insured Person fails to pay the premium as required.

d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during an unpaid leave of absence and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[G. Paid Suspension - If the Insured Person is on a paid suspension, coverage will continue subject to the following:

1. Noncontributory Coverage

a) Coverage will continue provided that:

- (1) the Insurer receives written notice in advance of a paid suspension approved by the Employer which includes the beginning and ending dates of the paid suspension and the amount of the Insured Person's covered salary; and
- (2) the right to continue coverage during a paid suspension is available to all Employees in the same Eligible Class under the Group Policy; and
- (3) the Employer remits the required premium for coverage.

b) The Elimination Period can be satisfied during a paid suspension, but benefits will not begin until the later of the end of the Elimination Period, or the date the paid suspension was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid suspension, or the salary for which premium was paid.

c) Unless the Insured Person returns to active, eligible status on or before the date the paid suspension is scheduled to end, coverage extended during a paid suspension will terminate on the earlier of the date the paid suspension is scheduled to end or [3 months] from the date the paid suspension began.

2. Contributory Coverage

a) Coverage will continue provided that:

- (1) the Insurer receives written notice in advance of a paid suspension approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
- (2) paid suspensions and the right to continue coverage during paid suspensions are available to all Employees in the same Eligible Class under the Group Policy; and

- (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured Person's behalf.
- b) The Elimination Period can be satisfied during a paid suspension, but benefits will not begin until the later of the end of the Elimination Period or the date the paid suspension was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid suspension, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active, eligible status on or before the date the paid suspension is scheduled to end, coverage extended during a paid suspension will terminate on the earlier of the date the paid suspension is scheduled to end or [3 months] from the date the paid suspension began, or the date the Insured Person fails to pay the premium as required.
- d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during a paid suspension and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[H. Layoffs - Contributory or Noncontributory Coverage

- 1. If the Insured Person is on a leave of absence due to a lay-off, coverage will continue through the end of the month in which he or she last worked prior to the lay-off.]

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VI. RULES FOR TRANSFER OF EMPLOYEES FROM PRIOR PLAN

- A. If an Employee was eligible for insurance and insured under the Prior Plan on the day before the Plan Effective Date, he or she can become insured on the Plan Effective Date without meeting the Active Work requirement in the "Eligibility for Insurance" section.
- B. The LTD Benefit will be the lesser of the monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force, or the LTD Benefit as determined under the other provisions of this Group Policy. However, no benefits will be payable to the Insured Person under the Group Policy if any benefits are payable to him or her under the Prior Plan.
- C. If an Employee was eligible for insurance under the Prior Plan for more than 31 days but was not insured under the Prior Plan, he or she must provide Evidence of Insurability and be approved by the Insurer to become insured.
- [D. Continuation of Coverage and Pre-existing Conditions. In calculating the coverage period for determining whether the Pre-existing Condition Exclusion applies, the Insurer will include any period of continuous coverage under the Prior Plan immediately preceding the date the Employee became insured under the Group Policy.]

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VII. REINSTATEMENT OF COVERAGE

- A. If an Insured Person's coverage ends, he or she may become covered again as an Insured Person, subject to the following:
 - [1. If the Insured Person ceases to be an Eligible Person and coverage ends, and then he or she returns to Active Work with the Employer again within [3 months], the Waiting Period will be waived on the first day of his or her return to Active Work and he or she will not have to provide Evidence of Insurability. [If

an employee becomes covered again under this paragraph, the Pre-existing Condition Exclusion will be applied as if there had been no gap in coverage.]]

1. If an Employee is an Insured Person [on the date his or her school contract terminates] and coverage ends, and then he or she returns to Active Work again within [3 months], the Waiting Period will be waived on the first day of the new contract term and the Employee will not have to provide Evidence of Insurability. [If the Employee becomes covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.]]
2. If the Insured Person's coverage ends because he or she fails to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then he or she returns to Active Work and enrolls for coverage within 31 days of the earlier of:
 - a) the end of the period of leave the Insured Person and the Employer agreed upon; or
 - b) the end of the 12-week period following the date the Insured Person's leave began,then the Waiting Period will be waived and the Employee will not have to provide Evidence of Insurability. [If the Employee becomes covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.]
3. In all other cases, if an Insured Person's coverage ends because he or she fails to make the required contribution, he or she must provide Evidence of Insurability to become covered again.
4. In no event will insurance coverage be retroactive.

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[VIII. DEFINITION OF DISABILITY

- [A. During the Elimination Period and the Insured Person's Own Occupation Period, **Disability and Disabled** mean the Insured Person is, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform a majority of the Material Duties of his or her Own Occupation.
- B. After the Insured Person's Own Occupation Period ends, **Disability and Disabled** mean he or she is, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform a majority of the Material Duties of Any Occupation.
- C. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- D. If, with Reasonable Accommodations, the Insured Person could perform a majority of his or her Material Duties, he or she will not be considered Disabled. An Employer's failure or unwillingness to provide Reasonable Accommodations does not constitute the inability to perform a Material Duty. **Reasonable Accommodations** means modifications or adjustments in the work environment or the way things are usually done that would enable an Insured Person to perform his or her Material Duties.
- [E. Preventive Measures. An Insured Person's inability to perform any of his or her Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]
- F. The Insured Person's Own Occupation Period and Any Occupation Period are specified in the "Schedule of Benefits".]
- [G. During the Elimination Period, **Disability and Disabled** mean the Insured Person is, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform a majority of the Material Duties of his or her Own Occupation.

- H. During the Insured Person's Own Occupation Period, **Disability and Disabled** mean he or his is, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform one or more of the Material Duties of his or her Own Occupation, and, due to such inability, the Insured Person's Work Earnings are less than [80%] of his or her [Indexed] Predisability Earnings, and he or she is incapable of earning [80%] or more of his or her [Indexed] Predisability Earnings.

Work Earnings may be Deductible Income. See the "LTD Benefit Calculation" and "Deductible Income" sections.

- I. After the Insured Person's Own Occupation Period ends, **Disability and Disabled** mean the Insured Person is, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, his or her Work Earnings are less than [80%] of his or her [Indexed] Predisability Earnings, and he or she is incapable of earning [80%] or more of his or her [Indexed] Predisability Earnings.

Work Earnings may be Deductible Income. See the "LTD Benefit Calculation" and "Deductible Income" sections.

- J. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.

- [K. Preventive Measures. An Insured Person's inability to perform any of his or her Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]

- L. The Insured Person's Own Occupation Period and Any Occupation Period are specified in the "Schedule of Benefits".]

- [M. **Disability or Disabled** means that during the Elimination Period and the Insured Person's Own Occupation Period he or she is, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform one or more of the Material Duties of his or her Own Occupation, and, due to such inability, his or her Work Earnings are less than [80%] of his or her [Indexed] Predisability Earnings, and the Insured Person is incapable of earning [80%] or more of his or her [Indexed] Predisability Earnings.

Work Earnings may be Deductible Income. See the "LTD Benefit Calculation" and "Deductible Income" sections.

- N. After the Insured Person's Own Occupation Period ends, **Disability and Disabled** mean he or she is, as a result of Physical Disease, Injury, [Mental Disorder,][Substance Abuse,][Special Conditions], or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, the Insured Person's Work Earnings are less than [80%] of his or her [Indexed] Predisability Earnings, and he or she is incapable of earning [80%] or more of his or her [Indexed] Predisability Earnings.

Work Earnings may be Deductible Income. See the "LTD Benefit Calculation" and "Deductible Income" sections.

- O. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.

- [P. Preventive Measures. An Insured Person's inability to perform any of his or her Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]

- Q. An Insured Person's Own Occupation Period and Any Occupation Period are specified in the "Schedule of Benefits".]]

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[VIII. DEFINITION OF DISABILITY (SS Qualified Option)]

- A. **Disability and Disabled** means a disability that meets the criteria established by the Social Security Act for the receipt of SSDI benefits, which are as follows:
1. The inability to engage in any Substantial Gainful Activity due to any medically necessary determinable physical or mental impairment.
 2. The condition can be expected to result in death or has lasted or can be expected to last for a continuous period of [twelve (12)] months or more.
- B. **Substantial Gainful Activity** means activity of a nature generally performed as work for remuneration or profit. This involves the performance of significant physical or mental duties or a combination of the two. Work will be considered substantial even if it is performed part-time and even if it is less demanding and less responsible than an Insured Person's former work. Work will be considered gainful even if it pays less than an Insured Person's former work.
- C. Qualifying for Benefits.
1. To qualify for LTD Benefits, the Insured Person must apply for both SSDI benefits and State Retirement System (SRS) disability benefits before the end of [twenty-four (24)] months of a continuous period of disability. If he or she does not apply within this period, benefits will terminate at the end of this [twenty-four (24)] month period.
 2. This period will be extended if one of the following is true:
 - a) The Insured Person did not apply for SSDI benefits because he or she is not a participant in any of the programs available through the Social Security Administration and is therefore ineligible for SSDI benefits.
 - b) The Insured Person is not eligible for a disability benefit from SRS or a state employee trust fund.
 3. The Insured Person must continue to incur a covered loss and must be Disabled.
- D. If SSDI benefits are awarded, the Insurer will presume that the Insured Person is Disabled. The Insurer will then pay the Insured Person a monthly Benefit. Payments will continue as long as the Insured Person continues to incur a covered loss and receive SSDI benefits. Such payments are subject to the Maximum Benefit Period and any other provisions that apply under the Group Policy.
- E. If SSDI benefits are not awarded, the Insurer will presume that the Insured Person is not Disabled beyond [24 months], and Benefits will terminate at the end of the initial [24 months]. If the Insured Person believes, however, that the weight of the evidence clearly contradicts the SSDI determination, he or she will have the right, upon request, to receive the Insurer's application of the SSDI standard. If the Insurer determines that the Insured Person meets the Definition Disability, the Insurer will pay the Insured Person a monthly benefit. This will continue as long as the Insured Person continues to incur a covered loss, and continues, in the Insurer's sole discretion, to meet the definition of Disability under this section. Payment of benefits is subject to the Maximum Benefit Period specified in the "Schedule of Benefits".
- F. If the Insured Person does not apply for SSDI benefits because he or she is ineligible for an SSDI determination, the Insurer will apply the SSDI standard. If the Insurer determines that the Insured Person meets the definition of Disability under this section, the Insurer will pay the Insured Person a monthly benefit. This will continue as long as the Insured Person continues to incur a covered loss, and continue, in our sole

discretion, to meet the definition of Disability under this section. Payment of benefits is subject to the Maximum Benefit Period specified in the “Schedule of Benefits”.

- G. If the Insured Person’s Benefits terminate because he or she is not receiving SSDI benefits, the Insurer will reinstate the Insured Person’s Benefits retroactive to the date of termination if both of the following are true:
1. On the date of termination of Benefits the Insured Person had applied for and was awaiting an initial SSDI determination or a decision on an administrative approval of an adverse initial determination.
 2. It is subsequently determined that the Insured Person was entitled to SSDI benefits prior to the date on which Benefits under this Option terminated.
- H. If the Benefits provided by this Option are changed while coverage is in effect, the changes will apply to the Insured Person only if his or her Period of Disability began after the effective date of the change. The Benefits in force on the Insured Person’s Date of Disability will continue to apply to him or her during the Period of Disability even if the Benefits provided by this Option are changed after that date.
- I. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- [J. Preventive Measures. An Insured Person’s inability to perform any of his or her Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]
- K. An Insured Person’s Own Occupation Period and Any Occupation Period are specified in the “Schedule of Benefits”.]

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[IX. CUMULATIVE ELIMINATION PERIOD

- A. If, during the Elimination Period, the Insured Person returns to Active Work at his or her Own Occupation or Any Occupation with the Employer and he or she then becomes Disabled again from the same or related cause(s), the Elimination Period will be determined as follows:
1. If the Insured Person’s return to Active Work is for a total of [ten or less working days], the Elimination Period will be counted from the first day of the first period of Disability. The number of days the Insured Person returns to work will be added to and extend the Elimination Period by that number of days.
 2. If the return to Active Work is for a total of more than [ten working days], the Elimination Period will start over and apply in full to the new period of Disability.
- B. For the purposes of this provision, any day for which the Insured Person receives pay will be considered a working day.]

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[IX. CUMULATIVE ELIMINATION PERIOD

- A. If an Insured Person’s Disability ceases during the Elimination Period for 30 days or less, then the Disability will be treated as continuous. However, days that the Insured Person is not Disabled will not count toward the Elimination Period.]

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[IX. CUMULATIVE ELIMINATION PERIOD

- A. If, during the Elimination Period, an Insured Person returns to Active Work at his or her Own Occupation or Any Occupation, and then becomes Disabled again from the same or a related cause(s), then only days of Disability due to the same or a related Sickness or injury will count towards the satisfaction of the Elimination Period, provided that [60] days of Disability due to the same or a related Sickness or Injury are completed with a [120] day period.]

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[IX. CUMULATIVE ELIMINATION PERIOD]

- A. During the Elimination Period, successive periods of Disability shall be deemed to be one period of Disability if due to the same or related causes and if not separated by more than [7] calendar days. In no event will more than [14] calendar days of interruption of Disability be allowed in one Elimination Period.]

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[IX. CUMULATIVE ELIMINATION PERIOD]

- A. If an Insured Person is Disabled for at least 30 calendar days in a row, and then returns to Active Work and again becomes Disabled from the same or a related cause while the Group Policy is in force, the Elimination Period will be affected as follows:

1. If the Insured Person's return to Active Work is for a total of [7] work days or less, the Insurer will count the Elimination Period from the first day of the original period of Disability. The Elimination Period will not be increased by the number of days of return to Active Work.
2. If the Insured Person's return to Active Work is for a total of at least [8] work days but not more than a total of [30] calendar days, the Insurer will count the Elimination Period from the first day of the original period of Disability. The Elimination Period will be increased by the number of days of return to Active Work.
3. If the Insured Person's return to Active Work is for a total of [31] or more calendar days, the Elimination Period will start over and apply to the new period of Disability.

- B. Any part of a calendar day on which there has been a return to Active Work will count as a whole day. Fractions of days will not be added together for credit under this provision.]

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[IX. CUMULATIVE ELIMINATION PERIOD]

- A. If an Insured Person is Disabled, he or she will not be penalized for trying to work during the Elimination Period. The following scale shows the number of days his or her disability can cease without being required to satisfy a new Elimination Period.

Elimination Period	Number of Days Disability Can Cease
[30] days or more	up to [10] days
[60] days or more	up to [20] days
[90] days or more	up to [30] days
[180] days or more	up to [60] days

- B. For accumulating days of Disability to satisfy the Elimination Period, the following will apply:

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1. A period of Disability will be treated as continuous during the Elimination Period unless the Insured Person is determined to be neither totally nor partially disabled for more than the number of days allowed in the schedule above, or as otherwise specified on the "Schedule of Benefits"; and
2. Days the Insured Person is not totally or partially disabled will not be used to satisfy the Elimination Period, and may be consecutive or intermittent.]

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[IX. CUMULATIVE ELIMINATION PERIOD

- A. Interruption of an Insured Person's Elimination Period is limited to [one work day] or the number of sick leave days left (whichever is greater) without starting a new Elimination Period, so long as the days of Disability are:
1. due to the same or a related condition and
 2. occur within a [two-day] period or are equivalent to [twice] the number of remaining sick leave days that are left, whichever is greater.]

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X. RECURRENT DISABILITY

- A. If an Insured Person returns to work for the Employer from a Disability for which benefits were payable under the Group Policy and then becomes Disabled again due to the same or related cause, the Insurer will treat the separate periods of Disability as one period of continuous Disability, provided the Insured Person is continuously insured under the Group Policy during the period of recovery and the period of recovery does not exceed [six months]. Benefits resume on the date the Disability recurs.
- B. If an Insured Person returns to work for the Employer from a Disability covered under the Group Policy and then becomes Disabled again due to an unrelated cause, the Insurer will treat the subsequent Disability as a new claim, subject to all of the terms of the Group Policy.
- C. If an Insured Person returns to work for his or her Employer from a Disability covered under the Group Policy and then becomes Disabled again more than [six months] after his or her return to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Group Policy.
- D. For the purposes of this provision, if the Insured Person's occupation with the Employer does not allow him or her to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, the Insurer will consider the Insured Person to have returned to work if he or she would have been able to return to work had work been regularly scheduled.

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XI. WHEN LTD BENEFITS END

- A. An Insured Person's LTD Benefits end automatically on the earliest of the following:
1. The date he or she is no longer Disabled;
 2. The date his or her Maximum Benefit Period ends;
 3. The date he or she dies;
 4. The date he or she becomes eligible for coverage under any other group LTD plan obtained through employment;
 5. The date he or she fails to provide satisfactory objective medical evidence of continued Disability;
 6. The date he or she fails to comply with the Insurer's request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of the Insurer's choice;

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7. The date he or she refuses to accept an accommodated position, offered by the Employer, which he or she is able to perform, whether it is in the Insured Person's Own Occupation or Any Occupation;
8. The date at which he or she has resided outside of the United States or Canada for 6 months;
9. The date that he or she is confined in a penal or correctional institution or under house arrest;
10. The date that he or she fails to comply with any requirements set forth in the "Responsibilities of Disabled Insured Persons" section.
- [11. The date that he or she is able to work [and earn [80%] of his or her [Indexed] Predisability Earnings] but chooses not to.]

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XII. PREDISABILITY EARNINGS

- A. **Predisability Earnings** means the Insured Person's earnings in effect on his or her last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Group Policy, any subsequent change in earnings will not affect Predisability Earnings.
- B. Methods of Calculating Predisability Earnings
 1. Salaried Employees. The Insured Person's monthly Predisability Earnings are equal to the annual Predisability Earnings divided by twelve.
 2. Hourly Employees. If the Insured Person is paid hourly, the monthly Predisability Earnings will be based on his or her hourly pay rate multiplied by the number of hours he or she is regularly scheduled to work per month, not to exceed [173] hours. If the Insured Person does not have regular work hours, monthly Predisability Earnings are based on the average number of hours he or she worked per month during the preceding [12 calendar months] (or during his or her period of employment if less than 12 months), not to exceed [173] hours.
- C. **Predisability Earnings** includes the following:
 1. base rate of pay;
 - [2. commissions averaged over the preceding [24 month] period or over the period of employment if less than [24 months];]
 - [3. bonuses averaged over the preceding [36 month] period or over the period of employment if less than [36 months];]
 - [4. overtime pay;]
 - [5. pay for extracurricular activities;]
 - [6. longevity pay;]
 - [7. extra duty pay;]
 - [8. supplemental pay;]
 - [9. shift differential;]
 - [10. the Employer's contributions to the Insured Person's health insurance premium;]
 - [11. the Employer's contributions to a Tax Sheltered Annuity (TSA);]
 - [12. contributions the Insured Person makes through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or
 - b) an executive nonqualified deferred compensation arrangement;]
 - [13. amounts contributed by the Insured Person to his or her fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;]
 - [14. the Employer's contributions on the Insured Person's behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;]
 - [15. any other extra compensation.]
- D. **Predisability Earnings** does not include the following:

- [1. commissions;]
- [2. bonuses;]
- [3. overtime pay;]
- [4. pay for extracurricular activities;]
- [5. longevity pay;]
- [6. extra duty pay;]
- [7. supplemental pay;]
- [8. shift differential;]
- [9. the Employer's contributions to the Insured Person's health insurance premium;]
- [10. the Employer's contributions to a Tax Sheltered Annuity (TSA);]
- [11. contributions the Insured Person makes through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or
 - b) an executive nonqualified deferred compensation arrangement;]
- [12. amounts contributed by the Insured Person to his or her fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;]
- [13. the Employer's contributions on the Insured Person's behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;]
- [14. any other extra compensation.]

E. Notwithstanding Section A above, in no event will the Insured Person's monthly Predisability Earnings exceed either the monthly salary for which premiums have been paid or the Maximum Monthly Covered Salary.

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[XIII. LTD BENEFIT CALCULATION

[A. For the first 12 months of Disability following the Elimination Period, the LTD Benefit will be determined for each two-week period as follows:

1. Divide the annual Predisability Earnings by 12 to determine the monthly Predisability Earnings.
2. Multiply Predisability Earnings by the LTD Benefit Percentage to determine the monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.
- [3. The monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$, up to 80% of monthly Predisability Earnings], where:
 - A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 - B = monthly [Indexed]Predisability Earnings.
 - C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]
- [4. Subtract monthly Deductible Income from the Gross LTD Benefit to determine the monthly LTD Benefit (subject to the Minimum Monthly Benefit).]
5. Multiply the monthly LTD Benefit by 12 to determine the annual LTD Benefit.
6. Divide the annual LTD Benefit by the number of scheduled work days in the Insured Person's contracted work year to determine the daily LTD Benefit.
7. For each two-week period in which the Insured Person is scheduled to work, multiply the daily LTD Benefit by the number of scheduled work days that he or she is unable to work due to Disability to determine the LTD Benefit for that two-week period.

8. During the first 12 months of Disability following the Elimination Period, the Insurer will not pay LTD Benefits to the Insured Person for weeks that he or she is not ordinarily scheduled to work.
- B. After the first 12 months of disability following the Elimination Period the LTD Benefit will be determined as follows.
1. Divide annual Predisability Earnings by 12 to determine the monthly Predisability Earnings.
 2. Multiply monthly Predisability Earnings by the LTD Benefit Percentage to determine the monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.
 3. The monthly **LTD Benefit** [is equal to the monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).][[is equal to the monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows:
 - a) During remainder of the Work Incentive Period, the LTD Benefit will be equal to monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit);
 - b) Upon expiration of the Work Incentive Period, the LTD Benefit will be calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]]
- [C. The monthly **Gross LTD Benefit** is equal to the lesser of monthly Predisability Earnings times the LTD Benefit Percentage, [the Gross LTD Benefit Flat Amount,]or the Maximum Monthly Benefit.
- D. The monthly **LTD Benefit** [is equal to monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.
 B = monthly [Indexed]Predisability Earnings.
 C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).][[is equal to monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows:
 1. During the Work Incentive Period, the LTD Benefit will be equal to the monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit);
 2. Upon expiration of the Work Incentive Period, the LTD Benefit will be calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of monthly Predisability Earnings], where:
 A = monthly [Indexed]Predisability Earnings minus Work Earnings.

B = monthly [Indexed]Predisability Earnings.

C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]]

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[XIII. LTD BENEFIT CALCULATION

[A. For the first 12 months of Disability following the Elimination Period, the LTD Benefit will be determined for each two-week period as follows:

1. Divide the annual Predisability Earnings by 12 to determine the monthly Predisability Earnings.
2. **Gross LTD Benefit.** Multiply Predisability Earnings by the LTD Benefit Percentage to determine the monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.
3. **LTD Benefit.** The monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus any excess, if any, of the monthly Gross LTD Benefit plus Deductible Income (exclusive of Work Earnings), over the All Sources Threshold.]
4. **LTD Benefit.** The monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus the excess, if any, of the monthly Gross LTD Benefit plus Deductible Income (exclusive of Work Earnings) over the All Sources Threshold. (subject to the Minimum Monthly Benefit).]
5. Multiply the monthly LTD Benefit by 12 to determine the annual LTD Benefit.
6. Divide the annual LTD Benefit by the number of scheduled work days in the contracted work year to determine the daily LTD Benefit.
7. For each two-week period in which the Insured Person is scheduled to work, multiply the daily LTD Benefit by the number of scheduled work days that he or she is unable to work due to Disability to determine the LTD Benefit for that two-week period.
8. During the first 12 months of Disability following the Elimination Period, the Insurer will not pay LTD Benefits to an Insured Person for weeks that he or she not ordinarily scheduled to work.

B. After the first 12 months of disability following the Elimination Period the LTD Benefit will be determined as follows.

1. Divide annual Predisability Earnings by 12 to determine the monthly Predisability Earnings.
2. Multiply monthly Predisability Earnings by the LTD Benefit Percentage to determine the monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.
3. **LTD Benefit**
 - a) If the month for which benefits are being calculated falls within the All Sources Period, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus the excess, if any, of the

monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).

- b) If the month for which benefits are being calculated falls after the All Sources Period, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).]

[4. LTD Benefit

- a) During the All Sources Period, the monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus the excess, if any, of the monthly Gross LTD Benefit plus Deductible Income (exclusive of Work Earnings), over the All Sources Threshold.
- b) Upon expiration of the All Sources Period, the monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

[5. LTD Benefit

- a) If the month for which benefits are being calculated falls within both the Work Incentive and the All Sources Periods, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus the excess, if any, of the monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
- b) If the month for which benefits are being calculated falls after expiration of the Work Incentive Period but within the All Sources Period, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus the excess, if any, of the monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
- c) If the month for which benefits are being calculated falls after expiration of the All Sources Period but within the Work Incentive Period, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).
- d) If the month for which benefits are being calculated falls after expiration of both the All Sources and the Work Incentive Periods, the monthly LTD Benefit [is equal to the monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]

[C. Gross LTD Benefit. The monthly Gross LTD Benefit is equal to the lesser of monthly Predisability Earnings times the LTD Benefit Percentage, [the Gross LTD Benefit Flat Amount,]or the Maximum Monthly Benefit.

[D. LTD Benefit

1. If the month for which benefits are being calculated falls within the All Sources Period, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus the excess, if any, of the monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the month for which benefits are being calculated falls after the All Sources Period, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).]

[E. LTD Benefit

1. If the month for which benefits are being calculated falls within the All Sources Period, the monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus the excess, if any, of the monthly Gross LTD Benefit plus Deductible Income (exclusive of Work Earnings), over the All Sources Threshold.
2. Upon expiration of the All Sources Period, the monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

[F. LTD Benefit

1. If the month for which benefits are being calculated falls within both the Work Incentive and the All Sources Periods, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus the excess, if any, of the monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the month for which benefits are being calculated falls after expiration of the Work Incentive Period but within the All Sources Period, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus the excess, if any, of the monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
3. If the month for which benefits are being calculated falls after expiration of the All Sources Period but within the Work Incentive Period, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).
4. If the month for which benefits are being calculated falls after expiration of both the All Sources and the Work Incentive Periods, the monthly LTD Benefit [is equal to the monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of the monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.

B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]

G. All Sources Benefit Definitions

1. **All Sources Threshold** means [70%] of Predisability Earnings.
2. **All Sources Period** [means for the duration of benefits][means the first [24] months of benefits].

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[XIII. LTD BENEFIT CALCULATION

[A. For the first 12 months of Disability following the Elimination Period, the LTD Benefit will be determined for each two-week period as follows:

1. Divide annual Predisability Earnings by 12 to determine monthly Predisability Earnings.
2. **Gross LTD Benefit.** Multiply Predisability Earnings by the LTD Benefit Percentage to determine the monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.
- [3. **LTD Benefit.** The monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$], up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount, over the Some Sources Threshold.]
- [4. **LTD Benefit.** The monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).]
5. Multiply the monthly LTD Benefit by 12 to determine the annual LTD Benefit.
6. Divide the annual LTD Benefit by the number of scheduled work days in the contracted work year to determine the daily LTD Benefit.
7. For each two-week period in which the Insured Person is scheduled to work, multiply the daily LTD Benefit by the number of scheduled work days that the Insured Person is unable to work due to Disability to determine his or her LTD Benefit for that two-week period.
8. During the first 12 months of Disability following the Elimination Period, the Insurer will not pay LTD Benefits to the Insured Person for weeks that he or she is not ordinarily scheduled to work.

B. After the first 12 months of disability following the Elimination Period the LTD Benefit will be determined as follows.

1. Divide annual Predisability Earnings by 12 to determine monthly Predisability Earnings.
2. Multiply monthly Predisability Earnings by the LTD Benefit Percentage to determine the monthly Gross LTD Benefit, not to exceed the Maximum Monthly Benefit.

[3. LTD Benefit

- a) If the Some Sources Benefit applies in the month for which benefits are being calculated, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
- b) If the Some Sources Benefit does not apply in the month for which benefits are being calculated, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).]

[4. LTD Benefit

- a) If the Some Sources Benefit applies in the month for which benefits are being calculated, the monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount, over the Some Sources Threshold.
- b) If the Some Sources Benefit does not apply in the month for which benefits are being calculated, the monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

[5. LTD Benefit

- a) If the month for which benefits are being calculated falls within the Work Incentive period and the Some Sources Benefit applies, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
- b) If the month for which benefits are being calculated falls after expiration of the Work Incentive Period but the Some Sources Benefit applies, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
- c) If the month for which benefits are being calculated falls within the Work Incentive Period but the Some Sources Benefit does not apply, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).
- d) If the month for which benefits are being calculated falls after expiration of the Work Incentive Period and the Some Sources Benefit does not apply, the monthly LTD Benefit [is equal to the monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]]

[C. **Gross LTD Benefit.** The monthly Gross LTD Benefit is equal to the lesser of the monthly Predisability Earnings times the LTD Benefit Percentage[, the Gross LTD Benefit Flat Amount,] or the Maximum Monthly Benefit.

[D. **LTD Benefit**

1. If the Some Sources Benefit applies in the month for which benefits are being calculated, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the Some Sources Benefit does not apply in the month for which benefits are being calculated, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).]

[E **LTD Benefit**

1. If the Some Sources Benefit applies in the month for which benefits are being calculated, the monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold.
2. If the Some Sources Benefit does not apply in the month for which benefits are being calculated, the monthly LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.
B = monthly [Indexed]Predisability Earnings.
C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]

[F. **LTD Benefit**

1. If the month for which benefits are being calculated falls within the Work Incentive Period and the Some Sources Benefit applies, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the month for which benefits are being calculated falls after expiration of the Work Incentive Period but the Some Sources Benefit applies, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus any excess of the monthly Gross LTD Benefit plus the Some Sources Amount over the Some Sources Threshold. (subject to the Minimum Monthly Benefit).
3. If the month for which benefits are being calculated falls within the Work Incentive Period but the Some Sources Benefit does not apply, the monthly LTD Benefit is equal to the monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).
4. If the month for which benefits are being calculated falls after expiration of the Work Incentive Period and the Some Sources Benefit does not apply, the monthly LTD Benefit [[is equal to the monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).][is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$ [, up to 80% of monthly Predisability Earnings], where:
A = monthly [Indexed]Predisability Earnings minus Work Earnings.

B = monthly [Indexed]Predisability Earnings.

C = monthly Gross LTD Benefit[, using Indexed Predisability Earnings instead of Predisability Earnings,] minus monthly Deductible Income (exclusive of Work Earnings).]]

G. Some Sources Benefit

1 The Some Sources Benefit applies if:

- a) the month for which benefits are being calculated falls within the Some Sources Period; and
- b) in the month for which benefits are being calculated, the Insured Person is receiving Workers Compensation benefits or two or more other types of Deductible Income.

2. **Some Sources Amount** is equal to the sum of the amounts the Insured Person receives under sections [4, 5 and 6] of the “Deductible Income” section, in the month for which benefits are being calculated.

3. **Some Sources Threshold** means [70%] of Predisability Earnings.

4. **Some Sources Period** [means the duration of benefits][means the first [24] months of benefits].

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XIV. DEDUCTIBLE INCOME

[A. The Gross LTD Benefit will always be reduced by Deductible Income which is available to the Insured Person or which he or she is eligible to receive as a result of Disability, whether or not he or she applies for and receives such payments or benefits[, with the exception of [IPERS/NSERS/ISTRF/PERF]]. The Deductible Income that the Insurer will subtract from the Gross LTD Benefit is listed below.]

B. To receive the full measure of income under the Group Policy, the Insured Person must apply for all Deductible Income for which he or she may be eligible[, with the exception of [IPERS/NSERS/ISTRF/PERF].] as soon as he or she is entitled to such benefits. If the Insured Person does not apply for and actively pursue in good faith all Deductible Income for which he or she may be eligible, the Insurer may make its own conclusion as to whether the Insured Person is entitled to those benefits. If the Insurer reasonably and in good faith determines that the Insured Person is entitled to Deductible Income, the Insurer will estimate the amount of those benefits and reduce the Gross LTD Benefit by that estimated amount as of the date on which it deems the Insured person was eligible to receive Deductible Income. Integration of the estimated amount of Deductible Income that the Insurer has determined is available to the Insured Person will continue until the Insured Person provides the Insurer with proof that he or she has filed the appropriate application(s) and continues to actively pursue Deductible Income.

Each month, the Insurer will determine the LTD Benefit using the Deductible Income for the same monthly period, even if the Insured Person receives the Deductible Income in another month.

C. If the Insured Person is paid Deductible Income in a lump sum, the Insurer will use the period of time to which the Deductible Income applies. If no period of time is stated, the Insurer will make a reasonable estimate.

D. The Insurer will not estimate the amount of Deductible Income nor reduce the Gross LTD Benefit by any amounts for which applications or administrative appeals for Deductible Income are pending, provided that the Insured Person:

1. applies for in good faith and pursues to the Insured’s satisfaction all Deductible Income for which the Insured determines the Insured Person might be eligible;
2. designates, at the Insurer’s request, an agent endorsed by the Insurer as the Insured Person’s representative in the application process, and cooperates with that representative at all stages of the application process;

3. keeps the Insurer informed on a timely basis of the status of all applications for Deductible Income;
4. signs a Reimbursement Agreement; and
5. pursues administrative appeals of Deductible Income denials.

E. **Deductible Income** includes the following:

- [1. Sick pay (including donated amounts and paid time off);]
- [1. Any excess of Sick pay (including donated amounts and paid time off) plus the Insured Person's LTD Benefit over 100% of his or her Predisability Earnings immediately prior to the onset of Disability.]
- [1. Sick pay (including donated amounts and paid time off) as follows: If the Insured Person satisfied the Elimination Period and has accumulated sick pay in excess of the number of days specified in the Elimination Period, he or she may elect to receive either:
 - a) full LTD Benefits under the Group Policy; or
 - b) that portion of sick leave from the Employer which, when added to a portion of the LTD Benefit, will equal but not exceed 100% of the Insured Person's Predisability Earnings immediately prior to the onset of Disability[, up to a maximum of 120 days]. [Excess sick leave will be banked for future use.] Any excess of sick pay paid plus LTD Benefit over 100% of Predisability Earnings will be included in Deductible Income.]
- [2. Annual or personal leave pay, severance pay, or other salary continuation, payable to the Insured Person by the Employer [after [6] months from the date of Disability];
- [3. Work Earnings;]
- [3. [Fifty] percent of Work Earnings;]
- [3. (*Work Earnings are offset as provided in the "LTD Benefit Calculation" section*);]
- [3. Work Earnings as follows:
 - a) During the first [12 months] of benefits (the "Work Incentive Period"), if the total amount of the Gross LTD Benefit plus the amount received from Work Earnings exceeds 100% of Predisability Earnings, the amount in excess of 100% of Predisability Earnings will be included in Deductible Income;
 - [b) Upon expiration of the Work Incentive Period, [50%/100%] of Work Earnings will be included in Deductible Income.]
 - [b) Upon expiration of the Work Incentive Period, Work Earnings will be offset as provided in the "LTD Benefit Calculation" section.]]
4. Any amount the Insured Person receives or is eligible to receive because of Disability under any of the following:
 - a) a Workers' Compensation Law to the extent the Insurer, at its discretion, determines that these amounts are of the general character as payments provided under the Group Policy for Disability;
 - b) the Jones Act;
 - c) Maritime Doctrine of Maintenance, Wages or Cure;
 - d) Longshoremen's and Harbor Worker's Act;
 - e) any similar act or law;

- [5. The amount that the Insured Person, his or her Spouse and children receive or are eligible to receive because of the Insured Person's Disability, or retirement benefits under:
- a) the United States Social Security Act[, however, during the first 12 months in which the Insured Person is eligible to receive Social Security disability payments, only 50% of such payments will be counted as Deductible Income];
 - b) the Canada Pension Plan;
 - c) the Quebec Pension Plan;
 - d) the Railroad Retirement Act; or
 - e) any similar Plan or Act;

Benefits the Insured Person's Spouse or child receive, or are eligible to receive, because of the Insured Person's Disability are Deductible Income regardless of the marital status, custody, or place of residence;]

- [5. The amount that the Insured Person receives or is eligible to receive because of his or her Disability, or retirement benefits, under:
- a) the United States Social Security Act[. However, during the first [12 months] in which the Insured Person is eligible to receive Social Security disability payments, only [50%] of such payments will be counted as Deductible Income];
 - b) the Canada Pension Plan;
 - c) the Quebec Pension Plan;
 - d) the Railroad Retirement Act; or
 - e) any similar Plan or Act;]

6. Any amount the Insured Person receives or is eligible to receive because of his or her Disability under any state disability income benefit law or similar law;

7. Except as specifically excluded below, any amount an Insured Person receives or is eligible to receive because of his or her Disability under automobile insurance or any group insurance coverage;

8. Retirement plans

 - a) Any disability or retirement benefits the Insured Person receives or is eligible to receive because of his or her Disability under the Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;
 - b) If any of these plans has two or more payment options, the option which comes closest to providing the Insured Person a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
 - c) The Insured Person's and the Employer's contributions will be considered as distributed simultaneously throughout the Insured Person's lifetime, regardless of how funds are distributed from the retirement plan;

9. Any amount the Insured Person receives or is eligible to receive under any unemployment compensation law or similar act or law;

10. Any amount the Insured Person receives or is eligible to receive from or on behalf of a third party because of the Insured Person's Disability, whether by judgment, settlement or other method. If the Insured Person notifies the Insurer before filing suit or settling his or her claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of the Insured Person's costs of recovery, including reasonable attorney fees;

11. Any amount the Insured Person receives by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;

12. Any amount the Insured Person receives under any "no fault" motor vehicle plan.

F. **Deductible Income** does not include the following:

- [1. Any cost of living increases in any Deductible Income other than Work Earnings, if the increase becomes effective while the Insured Person is Disabled and while he or she is eligible for the Deductible Income.]
- [2. Any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after LTD Benefit payments begin;]
- [3. Fifty percent of any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after LTD Benefit payments begin;]
- [4. Any increase in benefits under Worker's Compensation or any Occupational Disease Act or Law made after LTD Benefit payments begin;]
5. Reimbursement for hospital, medical or surgical expense;
6. Reasonable attorneys' fees incurred in connection with a claim for Deductible Income;
7. Benefits from any individual disability insurance policy;
8. Early retirement benefits under the Federal Social Security Act which are not received;
9. Group credit or mortgage disability insurance benefits;
10. Accelerated benefits paid under a life insurance policy;
11. Under the Employer's retirement plan, any amount the Insured Person could have received upon termination of employment without being disabled or retired;
12. Benefits from the following:
 - a) Profit sharing plan;
 - b) Thrift or savings plan;
 - c) Deferred compensation plan;
 - d) Plan under IRC Section 401(k), 408(k), or 457;
 - e) Individual Retirement Account (IRA);
 - f) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
 - g) Stock ownership plan;
 - h) Keogh (HR-10) plan;
 - i) Retirement plan under a professional service corporation with respect to principals.

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XV. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

- A. During each period of continuous Disability, the Insurer will pay LTD Benefits according to the terms of the Employer's coverage under the Group Policy in effect on the date the Insured Person becomes Disabled. The Insured Person's right to receive LTD Benefits will not be affected by:
1. any amendment to the Group Policy or the Employer's coverage under the Group Policy that is effective after the Insured Person becomes Disabled.
 2. termination of the Group Policy or the Employer's coverage under the Group Policy after the Insured Person becomes Disabled.

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XVI. EFFECT OF NEW DISABILITY

- A. If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while the Insured Person remains Disabled, subject to the following:
1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period;
 2. The “Exclusions” and “Limitations” sections will apply to the new cause of Disability.

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XVII. EXCLUSIONS

- A. War. An Insured Person is not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties, or acts of terrorism.
- B. Criminal Conduct. An Insured Person is not covered for a Disability caused or contributed to by his or her commission of, or attempt to commit, an assault, battery, or any other crime. An Insured Person is not covered for a Disability caused as a result engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
- C. Military Leave. An Insured Person is not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.
- D. Imprisonment. No LTD Benefits will be paid for any period of Disability when an Insured Person is, for any reason, confined in a penal or correctional institution or under house arrest.
- E. Intentionally Self-Inflicted Injury-Suicide. An Insured Person is not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.
- [F. Pre-existing Condition.
- [1. An Insured Person is not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless:
 - [a) the Insured Person has not received treatment for the Pre-existing Condition for [6] consecutive months from the effective date of the insurance][, or]
 - [b) the Insured Person has been continuously insured under the Group Policy for at least [12 months] and has been Actively at Work for at least [one full day] after the end of that [12 months].]
 - [2. An Insured Person is not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless he or she been continuously insured under the Group Policy for at least [12 months] and has been Actively at Work for at least [one full day] after the end of that [12 months].]
 3. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which an Insured Person has consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the [3 month] period just before the effective date of the Insured Person’s insurance under the Group Policy.]

[G. Elective Surgery

1. An Insured Person is not covered for a Disability caused or contributed to by any surgery or other procedure which:
 - a) is not medically necessary; or
 - b) does not promote the proper function of the Insured Person's body or prevent or treat Physical Disease or Injury; or
 - c) is directed at improving the Insured Person's appearance, unless such surgery or procedure is necessary to correct a deformity resulting from a congenital abnormality or a disfiguring Physical Disease or Injury.
- [2. This exclusion will not apply to a Disability caused or contributed to by an Insured Person's donation of an organ. However, LTD Benefits will not be payable for more than [24 months], even if he or she is still Disabled from the Organ Transplant Procedure.]]

[H. Failure to be Under the Regular Care of a Physician.

1. An Insured Person is not covered for a Disability when not under the Regular Care of a Physician in the appropriate specialty as determined by the Insurer, providing appropriate treatment in accordance with the Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder that caused the Disability.
2. An Insured Person is not covered for a Disability that has not been diagnosed by his or her attending Physician. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his or her opinion as to why the Insured Person is not able to perform the Material Duties of his or her occupation.]

[I. Failure of Obligations. An Insured Person is not covered for a Disability when he or she fails to satisfy his or her obligations as required under this Policy.]

[J. Occupational Disability. [An Insured Person is not covered for a Disability arising out of or in the course of any employment for wage or profit.] [An Insured Person is not covered for any Disability for which Worker's Compensation benefits are payable.]]

[K. Motor-driven Vehicle. An Insured Person is not covered for a Disability caused or contributed to by riding in or driving any motor-driven vehicle in a race, stunt show, or speed test; or while testing any vehicle on any racecourse or speedway.]

[L. Sporting Event. An Insured Person is not covered for a Disability that occurs as a result of participating in any sporting event for pay or prize money.]

[M. Aircraft. An Insured Person is not covered for a Disability that occurs as a result of operating, learning to operate, serving as a crew member on, or jumping from or falling from any aircraft including those which are not motor-driven.]

[N. Poison - Gas. An Insured Person is not covered for a Disability caused or contributed to by his or her voluntary taking of poison or inhaling of gas.]

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XVIII. LIMITATIONS

[[A. Mental Disorders[, Special Conditions] and Substance Abuse

1. LTD Benefit payments based on a Mental Disorder[, Special Condition] or Substance Abuse are limited to [24 months] [for each period of continuous Disability. This is not a separate maximum for each such condition, but a combined maximum for Mental Disorders[, Special Conditions] or Substance Abuse,

either separate or combined.] [during the Insured Person's lifetime. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for Mental Disorders[, Special Conditions] or Substance Abuse, either separate or combined.]

2. If the Insured Person's Disability is caused by Substance Abuse, he or she must be participating in an available rehabilitative program recommended by a Physician. An available rehabilitative program is a substance abuse program available to the Insured Person through either: (i) another group plan of the Employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to the Insured Person. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:
 - a) the date on which LTD Benefits have been paid for the maximum duration specified in subsections A1 and A3 or under the Maximum Benefit Period;
 - b) the date the Insured Person is no longer participating in the rehabilitative program;
 - c) the date the Insured Person refuses to participate in an available rehabilitative program; or
 - d) the date the Insured Person completes the rehabilitative program.
3. Exception to [24] month limitation. [If at the end of that [24] months, the Insured Person is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders[, Special Conditions] or Substance Abuse, for at least [12] days immediately following that [24] month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.] [If at the end of that [24] months, the Insured Person is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders[, Special Conditions] or Substance Abuse, for at least [12] days immediately following that [24] month period, LTD Benefits will continue for up to an additional [120] consecutive days following the date confinement ends, not to exceed the Maximum Benefit Period.]

- [a) If at the end of that [24] month period, the Insured Person is confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders[, Special Conditions] or Substance Abuse, then the benefit period may be extended to include the time during which the Insured Person remains confined, not to exceed the Maximum Benefit Period.
- b) Benefits will be payable for the length of the confinement and for up to [60 days] following the end of the confinement. If an Insured Person is Hospital confined again during the [60 day period] for at least [10 consecutive days], benefits will be payable for the length of the second confinement and for up to [60 days] following the end of the second confinement.]

[If at the end of that [24] months, the Insured Person is receiving Social Security disability benefits for such condition, LTD Benefits will continue while such Social Security benefits for such continue, subject to the Maximum Benefit Period.]]

[B. Mental Disorders are not covered under the Group Policy.]]

[B. Mental Disorder

4. LTD Benefit payments based on a Mental Disorder are limited to [24 months] [for each period of continuous Disability] [during the Insured Person's lifetime].
5. Exception to [24] month limitation. [If at the end of that [24] months, the Insured Person is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [24] month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.] [If at the end of that [24] months, the Insured Person is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [24] month period, LTD Benefits will

continue for up to an additional [120] consecutive days following the date confinement ends, not to exceed the Maximum Benefit Period.]

- a) If at the end of that [24] month period, the Insured Person is confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders, then the benefit period may be extended to include the time during which he or she remains confined, not to exceed the Maximum Benefit Period.
- b) Benefits will be payable for the length of the confinement and for up to [60 days] following the end of the confinement. If the Insured Person is Hospital confined again during the [60 day period] for at least [10 consecutive days], benefits will be payable for the length of the second confinement and for up to [60 days] following the end of the second confinement.]

[If at the end of that [24] months, the Insured Person is receiving Social Security disability benefits for such condition, LTD Benefits will continue while SSDI benefits continue, subject to the Maximum Benefit Period.]]

[C. Substance Abuse is not covered under the Group Policy.]

[C. Substance Abuse

- 6. LTD Benefit payments based on Substance Abuse are limited to [24 months] [for each period of continuous Disability] [during the Insured Person's lifetime]. The Insured Person must be participating in an available substance abuse rehabilitative program recommended by a Physician. An available substance abuse rehabilitative program is a program available to the Insured Person through either: (i) another group plan of the Employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to the Insured Person. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:
 - a) the date at which LTD Benefits have been paid for [24 months];
 - b) the date the Insured Person is no longer participating in the rehabilitative program;
 - c) the date the Insured Person refuses to participate in an available rehabilitative program; or
 - d) the date the Insured Person completes the rehabilitative program.
- 7. Exception to [24] month limitation. [If at the end of that [24] months, the Insured Person is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [12] month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.] [If at the end of that [24] months, the Insured Person is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [12] month period, LTD Benefits will continue for up to an additional [120] consecutive days following the date confinement ends, not to exceed the Maximum Benefit Period.]
 - a) If at the end of that [24] month period, the Insured Person is confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders, then the benefit period may be extended to include the time during which he or she remains confined, not to exceed the Maximum Benefit Period.
 - b) Benefits will be payable for the length of the confinement and for up to [60 days] following the end of the confinement. If the Insured Person is Hospital confined again during the [60 day period] for at least [10 consecutive days], benefits will be payable for the length of the second confinement and for up to [60 days] following the end of the second confinement.]

[If at the end of that [24] months, the Insured Person is receiving Social Security disability benefits for such condition, LTD Benefits will continue while such Social Security benefits for such continue, subject to the Maximum Benefit Period.]]

[B. Special Conditions

1. When Disability is due in whole or in part to Special Conditions, the Maximum Benefit Period is [24 months] while not Hospital confined. This maximum applies to any and all such periods of Disability during the Insured Person's lifetime.
2. Exception to [24] month limitation. [If at the end of that [24] months, the Insured Person is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [12] month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.] [If at the end of that [24] months, the Insured Person is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders, for at least [12] days immediately following that [12] month period, LTD Benefits will continue for up to an additional [120] consecutive days following the date confinement ends, not to exceed the Maximum Benefit Period.]
 - (a) If at the end of that [24] month period, the Insured Person is confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders, then the benefit period may be extended to include the time during which the Insured Person remains confined, not to exceed the Maximum Benefit Period.
 - b) Benefits will be payable for the length of the confinement and for up to [60 days] following the end of the confinement. If the Insured Person is Hospital confined again during the [60 day period] for at least [10 consecutive days], benefits will be payable for the length of the second confinement and for up to [60 days] following the end of the second confinement.]

[If at the end of that [24] months, the Insured Person is receiving Social Security disability benefits for such condition, LTD Benefits will continue while such Social Security benefits for such continue, subject to the Maximum Benefit Period.]]

[C. Psychosis. [A condition diagnosed as a psychosis will be covered as a Physical Disease. The Insured Person must be receiving continuous treatment from a Physician who is certified in psychiatry by the American Board of Psychiatry and Neurology of the American Medical Association.] [All other Mental Disorders and Substance Abuse will not be covered under the Group Policy.]]

[D. Foreign Residency. Payment of LTD Benefits is limited to [6 months] for each period of continuous Disability while the Insured Person resides outside of the United States or Canada.]

[E. Payment Limit. In no event will the LTD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event the Insured Person's LTD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the LTD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings.]

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XIX. RESPONSIBILITIES OF DISABLED INSURED PERSONS

A. An Insured Person's Obligations During a Period of Disability

1. An Insured Person must make a good faith effort to recover from, or reduce the severity of, his or her Disability and the resulting loss of income, or benefits will be forfeited. The Group Policy requires the Insured Person to take a variety of actions in this regard, including, but not limited to, the following:

- a) The Insured Person must accept any position within a broad definition of Own Occupation that he or she can perform, and which the Employer or another employer makes available during the Own Occupation Period regardless of whether the compensation for such work is less than the Insured Person's Predisability Earnings. The income earned will be treated as Work Earnings.]
 - b) The Insured Person must arrange for and use the Regular Care of a Physician. In addition, an Insured Person must pursue any reasonable medical procedure or treatment that would likely improve his or her condition or end his or her Disability, and that does not pose unreasonable risks.
 - c) The Insured Person must submit periodic evidence from his or her Physician that substantiates, to the Insurer's satisfaction, that the Insured Person remains Disabled. This required evidence includes, but is not limited to, objective medical and/or psychiatric evidence from a Physician that confirms the Insured Person's Disability. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his/her opinion as to why the Insured Person is not able to perform the Material Duties of his or her Own Occupation or Any Occupation. The Insured Person must obtain and provide this information at his or her own expense.
 - d) Where they exist, the Insured Person must engage in appropriate medical and/or occupational rehabilitation programs that are reasonably expected to enable the Insured Person to return to work. The Insured Person must notify us when he or she participates in such a program.
 - e) The Insured Person must appeal denials of Deductible Income and actively pursue such appeals in good faith.
 - f) The Insured Person must promptly provide the Insurer with all information that it reasonably decides is necessary to verify and administer the Insured Person's claim for benefits.
- [2. Return to Work Responsibility. During the Own Occupation Period, no benefits will be payable and the Insured Person's claim will end if he or she is able to work in his or her Own Occupation but chooses not to.]
- [2. Return to Work Responsibility
- a) During the Own Occupation Period, no LTD Benefits will be paid for any period of Disability when the Insured Person is able to work in his or her Own Occupation and is able to earn at least [80%] of his or her Indexed Predisability Earnings, but the Insured Person elects not to work.
 - b) During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when the Insured Person is able to work in Any Occupation and is able to earn at least [60%] of his or her Indexed Predisability Earnings, but the Insured Person elects not to work.
 - c) Any earnings the Insured Person receives from work he or she performs, or that he or she could receive if he or she worked as much as he or she is able to considering the Disability, that are less than [60%] of the Insured Person's Indexed Predisability Earnings will be treated as Work Earnings.]
3. Duty to Furnish Information. To receive benefits under the Group Policy, the Insured Person must authorize and direct medical care providers and sources of earnings or Deductible Income to provide the Insurer with all information and records that it reasonably determines to be relevant to the determination of benefits or eligibility for benefits. The Insurer does not pay fees charged for submitting this information to the Insurer. Any such costs will be the Insured Person's responsibility.

- B. **Insurer's Right to Examine.** The Insurer may require the Insured Person to be examined by a Physician, other medical practitioner and/or vocational expert of the Insurer's choice, in addition to the Insured Person's obligation to be under the Regular Care of a Physician as specified above. In such case, the Insurer will pay for the additional examination. The Insured Person must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. The Insurer can require an examination as often as it is reasonable to do so. The Insurer may also require the Insured Person to be interviewed by an authorized representative of the Insurer.
- C. **Insured Person's Failure to Comply**
1. The Insurer has the right to suspend benefits during any portion of a Disability in which the Insured Person fails to comply with any of the requirements set forth in this Certificate.
 2. The Insurer has the further right to terminate irrevocably all further benefits under the Group Policy when benefits have been suspended for a period of [6] consecutive months due to an Insured Person's failure to comply with any of the requirements of the Group Policy.

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XX. CLAIMS

A. Notice of Claim

1. Written notice of claim should be given to the Insurer within [30 days of the date the Elimination Period ends], if that is possible. If that is not possible, the Insured Person must notify the Insurer as soon as it is reasonably possible to do so.
2. When the Insurer receives a written notice of claim, the Insurer will send the Insured Person its claim forms for filing Proof of Loss. If the Insured Person does not receive the forms within [15 days after written notice of claim is sent], the Insured Person can send the Insurer written Proof of Loss without waiting for the forms.

B. Proof of Loss

1. **Proof of Loss** means all the information necessary to determine that a loss occurred:
 - a) for which the Group Policy provides benefits; and
 - b) which is not subject to any exclusions; and
 - c) which meets all other conditions for benefits.
2. Written Proof of Loss must be furnished to the Insurer at its home office no later than [90 days] after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible, but not later than [one year following the end of the 90 day period]. These limits will not apply while an Insured Person lacks legal capacity.
3. Any items the Insurer may reasonably require in support of a claim, such as completed claims statements and a signed authorization for the Insurer to obtain information including tax information, must be submitted at the Insured Person's expense. If the required documentation is not provided within [60 days after the Insurer mails its request], the Insured Person's claim may be denied. No benefits will be paid until the Insurer receives satisfactory Proof of Loss.

C. Investigation of Claim

1. The Insurer may investigate a claim at any time.
2. At the Insurer's expense, the Insurer may have the claimant examined at reasonable intervals by specialists of the Insurer's choice. The Insurer may deny or suspend benefits if the claimant fails to attend an examination, give full effort or cooperate with the examiner.

D. Payment of Claims

1. The Insurer will pay LTD Benefits within [30 days after receiving satisfactory Proof of Loss], but not before satisfaction of the Elimination Period.
2. Claim Payment Method. LTD Benefit payments that the Insured Person qualifies for will be paid to him or her as specified in the “Schedule of Benefits”. Payments for partial weekly benefits will be pro-rated based on a [7] day week. Payments for partial monthly benefits will be pro-rated based on a [30] day month.
3. LTD Benefits payable at the time of the Insured Person’s death will be paid to the person(s) receiving the “Survivor Benefit” if applicable. If no “Survivor Benefit” is paid, the unpaid LTD Benefits will be paid to the Insured Person’s estate.

E. Notice of Adverse Decision on Claim

1. The Insurer will notify the Insured Person of an adverse benefit determination within a reasonable period of time, but not later than [45 days after the Insurer receives satisfactory Proof of Loss]. This period may be extended by the Insurer for up to [30 days], provided that the Insurer determines that such an extension is necessary due to matters beyond its control, and provided that the Insurer notifies the Insured Person prior to the end of the initial [45 day period], of the circumstances requiring the extension of time and the date by which the Insurer expects to render a decision.
2. If, prior to the end of the first [30 day extension period], the Insurer determines that, due to matters beyond its control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional [30 days], provided that the Insurer notifies the Insured Person prior to the expiration of the first [30 day extension period], of the circumstances requiring the extension and the date as of which the Insurer expects to render a decision.
3. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The Insured Person will be given at least [45 days] within which to provide the specified information.
4. If the Insurer denies any part of the Insured Person’s claim, he or she will receive a written notice of denial containing the following:
 - a) the reasons for the decision;
 - b) reference to the provisions of the Group Policy on which the decision is based;
 - c) a description of any additional information needed to support the claim;
 - d) information concerning the Insured Person’s right to a review of the decision.

F. Review Procedure

1. If all or part of a claim is denied, the Insured Person may request a review. A request for a review must be in writing and received by the Insurer within [120] days after the Insured Person receives notice of the denial.
2. The Insured Person may send the Insurer written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.
3. The Insurer will review the claim promptly after receiving the request. The Insurer will send the Insured Person a notice of its decision within [45 days after receiving the request], unless special circumstances require an extension. If the Insurer determines that an extension of time for processing is required, written notice of the extension will be furnished to the Insured Person prior to the expiration of the initial [45 day] period. In no event will such extension exceed a period of [60 days from the end of the initial period].

G. Assignment. The rights and benefits under the Group Policy are not assignable.

XXI. RIGHT TO REIMBURSEMENT

- A. If the Insurer makes benefit payments to the Insured Person in excess of the amounts required by the provisions of this Group Policy or, if the Insured person receives retroactive benefits from any Deductible Income source for periods of time during which the Insurer paid benefits to the Insured Person, he or she must reimburse the Insurer for any such excess, duplicate, or erroneous payments.
- B. Before any LTD Benefits are paid to the Insured Person, he or she must execute and deliver to the Insurer a Reimbursement Agreement, provided by the Insurer, setting forth specific terms of reimbursement.
- C. Upon request, the Insured Person must execute and deliver to the Insurer such documents as may be required, and do whatever else may be necessary, to secure the Insurer's rights to recover any excess, duplicate, or erroneous payments.
- D. The Insured Person must reimburse the Insurer in a satisfactory and timely manner for any payments made to which the Insured Person was not entitled under the terms of the Group Policy. Such reimbursement will be due and payable immediately upon Insurer's notification to the Insured Person. At the Insurer's option, subsequent payment of benefits or the refund of any premium owed to the Insured Person by the Insurer may be reduced or applied by the Insurer directly toward such reimbursement obligation. If the Insured Person delays in notifying the Insurer of the Insured Person's receipt of Deductible Income or in making reimbursement to the Insurer, the Insurer will have the right to charge interest at a reasonable rate on the delinquent amount.
- E. The Insurer's acceptance of premium or other fees, or providing or paying of benefits, does not constitute a waiver of the Insurer's rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to the Insurer at law or in equity.

XXII. SUBROGATION

- A. If LTD Benefits are paid or payable to the Insured Person under the Group Policy as the result of any act or omission of a third party, the Insurer will be subrogated to all rights of recovery the Insured Person may have in respect to such act or omission. The Insured Person must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. The Insured Person must avoid doing anything that would prejudice the Insurer's rights of subrogation.
- B. If the Insured Person notifies the Insurer before filing suit or settling a claim against such third party, the amount to which the Insurer is subrogated will be reduced by a pro rata share of the Insured Person's costs of recovery, including reasonable attorney fees. If suit or action is filed, the Insurer may record a notice of payments of LTD Benefits and such notice will constitute a lien on any judgment recovered.
- C. If the Insured Person or his or her legal representatives fail to bring suit or action promptly against such third party, the Insurer may institute such suit or action in its name or in the Insured Person's name. The Insurer is entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to the Insured Person or on his or her behalf, together with the Insurer's costs of recovery, including attorney fees. The remainder of such recovery, if any, will be paid to the Insured Person or as the court may direct.

XXIII. ALLOCATION OF AUTHORITY

- A. Except for those functions which the Group Policy specifically reserves to the Employer, the Insurer has full and exclusive authority to control and manage the Group Policy, to administer claims and to interpret the Group Policy and resolve all questions arising in the administration, interpretation and application of the Group Policy.
- B. The Insurer's authority includes, but is not limited to the following:
 - 1. the right to resolve all matters when a review has been requested;
 - 2. the right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
 - 3. the right to determine the following:
 - a) eligibility for insurance;
 - b) entitlement to benefits;
 - c) the amount of benefits payable;
 - d) the sufficiency and the amount of information the Insurer may reasonably require to determine a., b., or c., above.
- C. Subject to the review procedures of the Group Policy, any decision the Insurer makes in the exercise of its authority is conclusive and binding.

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XXIV. TIME LIMITS ON LEGAL ACTIONS

- A. No action at law or in equity may be brought until 60 days after the Insurer has received Proof of Loss. No such action may be brought more than three years after the earlier of the following:
 - 1. the date the Insurer receives Proof of Loss;
 - 2. the time within which Proof of Loss is required to be given.

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XXV. INCONTESTABILITY PROVISIONS

- A. Incontestability of Insurance
 - 1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
 - 2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
 - a) the insurance would not have been approved if the Insurer had known the truth; and
 - b) the Insurer has given the Insured Person or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
 - 3. After insurance has been in effect for [two years], during the lifetime of the Insured Person, the Insurer will not use a misrepresentation as a basis for reducing or denying a claim, unless it was a fraudulent misrepresentation.
- B. Incontestability of the Group Policy
 - 1. Any statements made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.
 - 2. No misrepresentation by the Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy unless:
 - a) the Group Policy would not have been issued if the Insurer had known the truth; and

- b) the Insurer has given the Employer a copy of a written instrument signed by the Employer which contains the misrepresentation.
- 3. The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

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XXVI. CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

- 1. Clerical error by the Insurer, the Employer, or their respective employees or representatives will not:
 - a) cause a person to become insured under the Group Policy or a provision of it.
 - b) invalidate insurance otherwise validly in force.
 - c) continue insurance otherwise validly terminated.
 - d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
- 2. In the event that a clerical error results in an incorrect rate, the Insurer reserves the right to adjust the rate accordingly.

B. The payment of premium, by itself, will not obligate the Insurer to provide benefits to anyone who is not eligible for coverage under the Group Policy.

C. The Employer acts on its own behalf as the Insured Person's agent, and not as the Insurer's agent. The Insured Person's Employer has no authority to alter, expand or extend the Insurer's liability or to waive, modify or compromise any defense or right the Insurer may have under the Group Policy.

D. Misstatement of Age or Gender

- 1. If the age or gender, or both, of a person has been misstated, the Insurer will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - a) the amount of insurance based on the correct age and gender; and
 - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

[E. Misstatement of Tobacco Use

- 1. If a person's use of tobacco has been misstated, the Insurer has the following rights:
 - a) The right to make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - (1) the amount of insurance based on the correct tobacco use status; and
 - (2) the difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.
 - b) The right to rescind that person's insurance subject to the "Incontestability Provisions" section. In such case, the Insurer will return the premium paid for a person's insurance.]

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XXVII.FRAUD

[A. It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding the Insurer. An application for insurance or claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Group Policy and recovery of any amounts the Insurer has paid.]

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XXVIII. TERMINATION OR AMENDMENT OF THE GROUP POLICY

- A. The Group Policy may be terminated, changed or amended in whole or in part by the Insurer or the Employer according to the terms of the Group Policy. Any such change or amendment may apply to current or future Eligible Persons covered under the Group Policy or to any separate classes or categories thereof.
- B. The Insurer may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects the Insurer's obligations under the Group Policy, or with the Employer's consent.
- C. The Insurer may terminate the Policy on any Premium Due Date by giving the Employer not less than [60 days] advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Eligible Persons, at any time by giving the Insurer advanced written notice at least [60 days] prior to such termination. Insurance will terminate automatically for nonpayment of premium.
- D. Benefits are limited to the terms of the Group Policy, including any valid amendments. No change or amendment of the Employer's coverage will be valid unless it is approved in writing by one of the Insurer's executive officers and delivered to the Employer. The Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any terms or provisions thereof without the Insurer's signed written approval.

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XXIX. EMPLOYER PROVISIONS

- A. The Group Policy is issued to the Employer. The Employer must apply for coverage under the Group Policy by submitting a completed Group Application and agreeing to pay premiums.
- B. Payment of Premiums
 - 1. **Premium Due Date.** Premium is due on the [first] of the month to which coverage for such premium applies (e.g., premium for coverage in October would be due October [1st]).
 - 2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy.
 - 3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
 - 4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.
 - 5. Premium is due for an Insured Person for each month in which such employee is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. [Premium is due for the full month, regardless of when effective or termination dates occur within a month. The Insurer does not prorate premium.][Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
 - a) If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.

- b) If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.]

6. All premiums will be based upon information provided by the Employer in the Census Reports.

C. Changes in Premium Rates.

1. Special Circumstances. The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
 - a) A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
 - b) One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy, including, but not limited to, the number of persons insured, age, Predisability Earnings, gender and occupational classification.
 - c) The premium contribution arrangement for insured employees changes or varies from that provided for under the Group Policy when issued or last renewed.
 - d) Plan design changes are requested by the Employer.
 - e) The Insurer and the Employer mutually agree to change premium rates.
2. In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon [30] days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.

D. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.

E. Information Required from Employers

1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
 - a) At least one Census Report during each plan year, no later than [December 1st][three months prior to the next plan renewal date]. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, annual Pre-disability Earnings as defined under the Group Policy and the amount of coverage.
 - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
 - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
 - d) Occupational information and any other information that may be required to manage a claim.
 - e) Notification of the Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
 - f) Notice of any additional eligible employee segment(s).
 - g) Any other information that may be reasonably required.
2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.

F. Grace Period and Termination for Nonpayment

1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period.
2. Grace Period means the [31] days following the Premium Due Date.
3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
4. The Employer is liable for premium for coverage during the Grace Period. The Insurer may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

G. Termination for Other Reasons

1. The Employer may terminate the Group Policy by giving the Insurer at least [30] days written notice. The effective date of termination will be the later of:
 - a) The date stated in the notice; or
 - b) The Premium Due Date immediately following date the Insurer receives the notice.
2. The Insurer may terminate the Group Policy as follows:
 - a) On any Premium Due Date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage provided for under the Group Policy.
 - b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
 - c) On any Premium Due Date by giving the Employer at least [60] days advance written notice.
 - d) On the date the Employer breaches any part of the Entire Contract.

H. Certificates. The Insurer will prepare Group Long Term Disability Certificates of Coverage setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate of Coverage differ from the terms of the Group Policy, the latter will govern.

I. Agency and Release. Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Standard Security Life Insurance Company. The Employer and such individuals have no authority to alter, expand or extend the Insurer's liability or to waive, modify or compromise any defense or right the Insurer may have under the Group Policy. [The Employer hereby releases, holds harmless and indemnifies Standard Security Life Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of the Employer respectively, or any of their respective representatives, agents or employees.]

J. Notice of Suit. The Employer shall promptly give the Insurer written notice of any lawsuit or other legal proceedings arising under the Group Policy.

K. Entire Contract and Changes

1. The Group Policy, the Group Long Term Disability Insurance Certificate of Coverage, the applications of the Employer and employees and any applicable riders, addenda and/or amendments constitute the Entire Contract.
 2. The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any provisions thereof.
- L. Effect on Workers' Compensation, State Disability Insurance. The coverage provided under the Group Policy is not a substitute for coverage under a Workers' Compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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[XXX. ACCELERATED SURVIVOR BENEFIT

A. Eligibility

1. The Insurer will pay the Insured Person an Accelerated Survivor Benefit if he or she requests such payment while Disabled and meets the following requirements. The Insured Person must:
 - a) provide proof that he or she is Terminally Ill by submitting the following to the Insurer:
 - (1) a statement from the Insured Person's Physician; and
 - (2) any other medical information that the Insurer believes necessary to confirm the Insured Person's status.
 - b) be living on the date of payment of the Accelerated Survivor Benefit.

B. Definition of Terminally Ill

1. **Terminally Ill** means the Insured Person is diagnosed with a medical condition that in the absence of extensive or extraordinary medical treatment will result in his or her death within the next [12] months.
2. Terminally Ill conditions may include, but are not limited to:
 - a) coronary artery disease resulting in an acute infarction or requiring surgery;
 - b) permanent neurological deficit resulting from cerebral vascular accident;
 - c) end stage renal failure; or
 - d) acquired immune deficiency syndrome (AIDS).

C. Benefit. The Accelerated Survivor Benefit will be an amount equal to [three] times the Insured Person's last [Gross] LTD Benefit. It will be paid in a single lump sum to the Insured Person. This benefit is paid in addition to the regular LTD Benefit.

D. Effect on Survivor Benefit. If an Accelerated Survivor Benefit is paid, no Survivor Benefit will be payable.]

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[XXXI. CHILD-FAMILY CARE EXPENSES ADJUSTMENT

A. Child-Family Care Expenses means the amount the Insured Person pays to a licensed care provider who is not a relative for the care of the Insured Person's Child-Family Member that is necessary in order for the Insured Person to work and for which he or she is not reimbursed.

B. Child means:

1. the Insured Person's unmarried child residing in the Insured Person's home (including a stepchild and an adopted child), from live birth through age [18]; or

2. the Insured Person's unmarried child, age [19] or older, residing in the Insured Person's home (including a stepchild or adopted child) who is:
 - a) continuously incapable of self-sustaining employment because of mental or physical handicap; and
 - b) chiefly dependent upon the Insured Person for support and maintenance.

C. Family Member means:

1. the Insured Person's Child; or
2. the Insured Person's Spouse, parent, grandparent or sibling residing in the Insured Person's home who is:
 - a) continuously incapable of self-sustaining employment because of mental or physical handicap; and
 - b) chiefly dependent upon the Insured Person for support and maintenance.

- D. If an Insured Person must pay Child/Family Care Expenses in order to work while Disabled, the Insurer will reduce the amount of the Work Earnings used in determining Deductible Income, subject to the following:**
1. Work Earnings will be reduced by [25%] [the first [\$2,000] per Child-Family Members of the monthly Child-Family Care Expenses the Insured Person pays], but not to exceed a total of [\$200] for all Children-Family Members.
 2. The Work Earnings and the Child-Family Care Expenses must be for the same period.
 3. The Insured Person must provide the Insurer with satisfactory proof of the Child-Family Care Expenses paid.
 4. No reduction in Work Earnings will be made for any period before LTD Benefits have been payable for at least [6] months.
 5. The Work Earnings reduction by Child-Family Care Expenses will end [12] months after it begins.]

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[XXXII. CONTINUATION OF INSURANCE (PORTABILITY)]

A. Eligibility

1. An Insured Person may continue his or her LTD insurance [for up to [3] months] if his or her employment with the Employer terminates. However, to be eligible to continue insurance, the Insured Person must meet the following requirements on the date his or her employment terminates:
 - a) The Insured Person been insured under the Group Policy for at least [12] consecutive months prior to the date his or her employment terminates.
 - b) He or she is not Disabled.
 - c) He or she is not on a leave of absence.
 - d) His or her employment ends for a reason other than retirement[, gross misconduct] or Disability.
 - e) He or she is not covered under any other group long term disability plan.

B. Application and Premium Payment

1. The Insured Person must apply in writing and pay the first premium to the Insurer within [31] days after the date the Insured Person's employment terminates.
2. Timely payment of premium must be made directly to the Insurer during the continuation period. The initial premium will be the rate in effect on the date employment terminates, plus an administration fee. Future premium increases will occur as if the Insured Person were still an active employee of the Employer. After the Employer's coverage terminates under the Policy, rate changes will be made based on the Insurer's underwriting guidelines.

- C. Schedule of Insurance.** The insurance that an Insured Person may continue is the insurance in effect on the date employment terminates, including the LTD Benefit, the amount of his or her Predisability Earnings, the Elimination Period and the Maximum Benefit Period. The Insured Person may not increase the amount of coverage during the continuation period. He or she may decrease the amount of coverage at any time. The decrease will take effect on the first day of the month following the date the Insurer receives such a request.

D. When Continuation of Insurance Ends

[1. Insurance continued under this provision will not end when the Employer's coverage ends.]

[1. Insurance continued under this provision ends automatically on the earliest of:

- a) the date the Insured Person fails to pay any required premium;
- b) the date coverage would otherwise end if the Insured Person remained an Insured Person;
- c) the date the Insured Person reaches the Social Security Normal Retirement Age as stated in the 1983 revision or any subsequent revisions of the United States Social Security Act;
- d) The date the Insured Person becomes a full-time member of the armed forces of any country;
- e) The date the Insured Person becomes covered under any other group long term disability insurance plan;
- f) The end of the [3/60] months during which the Insured Person's insurance is continued under this provision;
- g) The date the Group Policy terminates;
- h) The date the Employer's coverage under the Group Policy terminates.]

E. Group Policy Provisions. Except as provided above, insurance continued under this provisions is subject to all other terms of the Group Policy. With respect to any notice the Insured Person is required to provide to the Employer under provisions of the Group Policy, such notice must be provided to the Insurer.]

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[XXXIII. CONVERSION OF INSURANCE BENEFIT

A. When an Insured Person's insurance ends under the Group Policy, he or she may buy LTD conversion insurance if he or she meets the following requirements:

1. The Insured Person's insurance ends for a reason other than the following:

- a) termination or amendment of the Group Policy or the Employer's coverage under the Group Policy;
- b) the Insured Person's failure to make a required premium contribution;
- [c) termination due to gross misconduct;]
- d) the Insured Person's retirement.

2. The Insured Person has been continuously insured under the Group Policy [and the Prior Plan together] for at least [12] months on the date the insurance ends;

3. The Insured Person is not Disabled on the date the insurance ends;

4. The Insured Person is a citizen or resident of the United States or Canada;

5. The Insured Person applies in writing and pays the first premium to the Insurer within 31 days after insurance ends.

B. The Insured Person's LTD conversion insurance becomes effective on the day immediately following his or her last day of coverage under the Group Policy.

C. The maximum LTD conversion insurance benefit the Insured Person may select is the smallest of the following:

1. [\$2,000] (However, if the Insured Person provides satisfactory Evidence of Insurability, this upper limit is a maximum of [\$10,000];
2. [50%] of the Insured Person's insured Predisability Earnings on the date his or her insurance ended; and
3. the LTD Benefit payable if the Insured Person had become Disabled on the day before his or her insurance ended and he or she had no Deductible Income.

- D. The maximum LTD conversion insurance benefit is reduced by Deductible Income. The certificate the Insurer will issue to the Insured Person when his or her LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.]

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[XXXIV. COST OF LIVING ADJUSTMENT (COLA) BENEFIT

- A. An Insured Person is eligible for a COLA Benefit if he or she is receiving LTD Benefits under the Group Policy, and, as of [March 1st], has [received [12] months of paid LTD Benefits.] [been Disabled for the preceding [12 months] [calendar year (January 1 through December 31)].]
- [B. On each [March 1st] on which the Insured Person is eligible for the COLA Benefit, his or her COLA Benefit will be determined by multiplying his or her LTD Benefit by the COLA Factor for that year as determined below.
- C. Determining the COLA Factor:
1. On the first [March 1st] on which the Insured Person is eligible for the COLA Benefit, the COLA Factor means the percentage rate of increase, expressed as a decimal, in the [CPI-W as published by the U.S. Department of Labor/general Social Security disability payment amount] for the prior calendar year[, not to exceed [3%]], plus one.
 2. Each subsequent [March 1st] on which the Insured Person is eligible for the COLA Benefit, the COLA Factor for determining the COLA Benefit for the year beginning on that [March 1st] will be the COLA Factor as determined for the then current year using the method in paragraph 1 above, multiplied by all of the COLA Factors determined for previous years in which the Insured Person was eligible for the COLA Benefit, rounded to [four] decimal places.
- [D. If the rate of the [CPI-W] [general Social Security disability payment amount] decreases, the LTD Benefit may reduce accordingly; however, such adjustments will never reduce the LTD Benefit below the amount which would be payable if this COLA Benefit did not exist.]
- [E. The COLA Benefit will not be payable in any year in which the [CPI-W] [general Social Security disability payment amount] increases by less than [3%].]
- F. A COLA Benefit will not be payable during a period of employment under a Rehabilitation Plan.
- [G. The maximum accumulated increase allowed under this provision will be [20%]]
- [H. The maximum number of adjustments for one period of Disability will be [ten].]
- I. In no event will the combined LTD Benefit and COLA Benefit exceed the Maximum Monthly Benefit.
- J. The COLA Benefit will apply only to LTD Benefits for which the Insured Person is eligible. If he or she receives retroactive benefits from any Deductible Income source for periods of time during which the Insurer paid a COLA Benefit to the Insured Person, such COLA payments must be reimbursed to the Insurer pursuant to the "Right to Reimbursement" section of the Group Policy.
- K. This COLA Benefit will not apply if the LTD Benefit equals the Minimum Monthly Benefit.
- [L. This COLA Benefit will not apply to the [Work Incentive Benefit].]

- [M. On each [March 1st] that an Insured Person is eligible for the COLA Benefit, the COLA Benefit will be determined by multiplying the LTD Benefit by the COLA Factor. The COLA Factor for the first year of COLA Benefit eligibility will be [3%], and will increase by [3%] each subsequent year of eligibility.
- N. A COLA Benefit will not be payable during a period of employment under a Rehabilitation Plan.
- [O. The maximum accumulated increase allowed under this provision will be [20%.].]
- [P. The maximum number of adjustments for one period of Disability will be [ten].]
- Q. In no event will the combined LTD Benefit and COLA Benefit exceed the Maximum Monthly Benefit.
- R. The COLA Benefit will apply only to LTD Benefits for which the Insured Person is eligible. If the Insured Person receives retroactive benefits from any Deductible Income source for periods of time during which the Insurer paid a COLA Benefit to the Insured Person, such COLA payments must be reimbursed to the Insurer pursuant to the “Right to Reimbursement” section of the Group Policy.
- S. This COLA Benefit will not apply if the LTD Benefit equals the Minimum Monthly Benefit.
- [T. This COLA Benefit will not apply to the [Work Incentive Benefit]].]
- [U. If the teacher salary scale is increased while the Insured Person is Disabled, his or her Predisability Earnings will be calculated as if the new salary scale was in effect, utilizing the Insured Person’s educational and experience level which existed on the date of Disability. [If the Insured Person is not a teacher, then the average salary increase, as calculated above for teachers, is assumed to be appropriate for all employees.] No increase in Predisability Earnings under this provision will take effect until the Insured Person has been Disabled for at least [12] months. Thereafter, Predisability Earnings will be recalculated whenever the salary scale is adjusted.
- V. If the salary scale decreases, the Insured Person’s Predisability Earnings, and therefore, LTD Benefit, may reduce; however, such adjustments will never reduce the LTD Benefit below the amount which would be payable if this COLA Benefit did not exist.
- W. In no event will the LTD Benefit, adjusted by the COLA Benefit under this section, exceed the Maximum Monthly Benefit.
- X. The COLA Benefit will apply only to LTD Benefits for which the Insured Person is eligible. If he or she receives retroactive benefits from any Deductible Income source for periods of time during which the Insurer paid a COLA Benefit to the Insured Person, such COLA payments must be reimbursed to the Insurer pursuant to the “Right to Reimbursement” section, of the Group Policy.
- [Y. This COLA Benefit will not apply if the LTD Benefit equals the Minimum Monthly Benefit.]
- [Z. This COLA Benefit will not apply to the [Work Incentive Benefit]].]

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[XXXV. EDUCATIONAL SUPPLEMENT PROGRAM BENEFIT

- A. The Insurer will pay an Educational Supplement Program Benefit for an Insured Person’s child’s Educational Activities after the Insured Person has been Disabled for at least [12] months, and has received at least [one] LTD Benefit payment for such Disability, provided that:
1. the child is unmarried;
 2. the child is the Insured Person’s biological child, adopted child or step-child;

3. the child is less than 25 years of age and chiefly dependent upon the Insured Person for support and maintenance;
4. LTD Benefits continue to be payable to the Insured Person under the Group Policy.

- B. **Educational Activities** means [full-time/, as a primary activity,] enrollment and attendance in an accredited post-high school academic, professional or trade school that provides a schedule of courses or classes;
- C. At any one time benefits are limited to [three] children per family. Benefits for any one child are limited to [\$200] per month and [36] months per each child's lifetime.]

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[XXXVI. LIFESTYLE LTD BENEFIT

- A. **Benefit Percent & Step-Up to 85%.** The LTD Benefit is [90%] of Predisability Earnings for the first [6] months and [70%] of Predisability Earnings for months [7] through [12]. Thereafter, all Insured Persons eligible for this benefit will be treated as if the Employer's Step-Up to 85% Insurance benefit has been in force for [five full years] as of the effective date of the Lifestyle LTD benefit. In summary, an eligible Insured Person's LTD Benefit Percentage changes as follows during a covered Disability:

	<u>[Months 1-6]</u>	<u>[Months 7-12]</u>	<u>[Year 2]</u>	<u>[Year 3]</u>	<u>[Year 4+]</u>
LTD Benefit Percentage:	[90%]	[70%]	[75%]	[80%]	[85%]

- B. **Calculation Method.** For all except the [7th] through the [12th] months of Disability payments, the LTD Benefit will be directly offset by all Deductible Income, if any. [For the 7th through 12th months only, the All Sources Percentage will be set at the 100% level.]
- C. **Termination.** If any other of the Participating Employer's employees has LTD coverage which is not provided by the Policy, the LTD benefit will revert to the benefits in force prior to the addition of this Lifestyle LTD Benefit. Such a revision will not affect benefits payable to an Insured Person during a period of continuous Disability which began while the Lifestyle LTD benefit was in force.]

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[XXXVII. LONG TERM CARE INSURANCE

- A. **Comprehensive Long Term Care Insurance Policy** means an individual contract of insurance that will be issued to the Insured Person upon notification of his or her retirement. Such policy provides reimbursement for services that are required by people who are functionally or cognitively disabled due to sickness, injury, illness or aging. These services may be provided in a variety of care settings, including the Insured Person's home.
- B. The Insured Person may be eligible to receive an individual Comprehensive Long Term Care Insurance Policy without Evidence of Insurability. Benefits for this coverage will be as stated in the individual long term care insurance policy.
- C. An Insured Person will be eligible if:
1. he or she is Actively at Work on his or her retirement date; and

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2. he or she is retiring by virtue of having satisfied the normal retirement age or service requirement under the Employer's retirement plan; and
 3. the Insurer receives notification from the Insured Person within six months after his or her retirement date. If notification is received more than six months after such date, Evidence of Insurability will be required to obtain coverage; and
 4. the Insured Person has not already purchased an individual long term care insurance policy from the Insurer prior to his or her retirement date. If he or she has previously purchased a long term care insurance policy from Standard Security Life, he or she will not be eligible for additional long term care insurance coverage under this provision.
- D. Within [45] days following the date the Insurer receives notification of the Insured Person's retirement, or the actual date of his or her retirement, whichever is later, the Insured Person will receive:
1. a Comprehensive Long Term Care Insurance Policy;
 2. an Outline of Coverage; and
 3. a Long Term Care Insurance Consumer Guide.
- E. The policy will be provided at no cost [during the first [90] days] following the Insured Person's retirement date. Thereafter, the Insured Person may continue the individual policy in force by paying required premiums when due.
- F. This provision does not affect the Insured Person's Long Term Disability Insurance and resultant benefits under this Policy in any way.]

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[XXXVIII. MEDICAL PREMIUM EXPENSE BENEFIT

- A. If the Insured Person is receiving an LTD Benefit under the Group Policy, the Insurer will pay the Medical Premium Expense Benefit, subject to the below provisions.
- B. Qualifications for Coverage
1. The Employee is an Insured Person and have met the following requirements under the Group Policy:
 - a) He or she is Disabled;
 - b) Such Disability has extended for the longer of [90] calendar days or the applicable Elimination Period; and
 - c) He or she has been, and continues to be, under the Regular Care of a Physician during the period of Disability.
 2. The Insured Person must also be insured under a group medical benefit plan carried by the Employer[until at least the day the Disability, described above, began].
- C. Amount of Benefit. The amount of the Medical Premium Expense Benefit will be equal to the premium paid for the last full month of coverage, whether for individual or family coverage, held by the Insured Person under the group medical benefit plan, prior to the date his or her Disability began, not to exceed [\$500]. The amount of coverage under the group medical benefit plan that the Insurer will recognize will not exceed the amount in force on the Insured Person's last full day of Active Work prior to the start of Disability. The amount of medical premium must be shown on the monthly billing for the Insured Person and must include both the participating Employer's and the Employee's portions of the premium. This Benefit will not be payable for any increase in premium cost or amounts of coverage becoming effective after the date of Disability.
- D. Payment of Benefit
1. If the Insured Person meets the Qualifications for Coverage, payment will be made as follows:

- a) To establish evidence of the Insured Person's coverage and proof of the premium amount billed and paid, the Employer must submit to us, in a timely manner, a copy of the group medical benefit plan's monthly billing as of the last full month prior to the date of Disability.
- b) The Medical Premium Expense Benefit will not become payable sooner than the day the Elimination Period ends and Disability benefits become payable to the Insured Person.
- c) The Medical Premium Expense Benefit will then be paid retroactively to the 31st day of Disability. This may result in payment of the benefit for a part of the Elimination Period.

E. Termination of Benefit

- 1. The Medical Premium Expense Benefit will terminate and payment under it will stop on the earliest of the following dates:
 - a) The day the Insured Person's Disability benefits under the Group Policy end;
 - b) The day the insured Person's insurance coverage under the Group Policy ends, as described in the "When Insurance Ends" section.
 - c) The day the [17th] monthly Medical Premium Expense Benefit payment has become payable.]]

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[XXXIX. ORGAN DONATION BENEFIT

- A. If, while insured under the Group Policy, the Insured Person voluntarily donates an organ for an Organ Transplant Procedure and as a result is Disabled, the following will apply:
 - 1. The Insurer will consider the Insured Person to be Disabled as a result of a Physical Disease;
 - [2. The Elimination Period will be waived;]
 - 3. LTD Benefits are limited to [24] months, even if the Insured Person is still Disabled from the Organ Transplant Procedure;
 - 4. This benefit will be available only once in the Insured Person's lifetime;
 - 5. Except as provided above, the Insured Person's Disability will be subject to the terms of the Group Policy as with any other Disability.
- B. Organ Transplant Procedure means the Insured Person donates [a kidney, skin, lung, or bone marrow] for transplantation into another person.]]

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[XL. PENSION CONTRIBUTION BENEFIT

- A. Payment of Pension Contribution Benefit
 - 1. If the Insured Person is a participant in the Employer's pension plan on the date he or she becomes Disabled, the Insurer will pay a monthly Pension Contribution Benefit to the Employer according to the terms of the Group Policy, while the Insured Person is receiving LTD Benefits. The Pension Contribution Benefit will be paid to fund the Insured Person's future pension benefits from the Employer's pension plan, as determined by the Employer.
 - 2. The Pension Contribution Benefit becomes payable on the date LTD Benefits become payable to the Insured Person.
 - 3. The amount of the Pension Contribution Benefit is the smallest of the following:
 - a) [1% to 10%] of the first [\$1 to \$25,000] of the Insured Person's Predisability Earnings but not to exceed [\$1 to \$25,000];
 - b) the amount the Employer's pension plan may accept according to the pension plan's definition of compensation for the Insured Person; and

- c) the monthly average amount the Employer contributed to the Employer's pension plan on the Insured Person's behalf during the [12 calendar months] preceding the date the Insured Person became Disabled.
- 4. When necessary to comply with the Internal Revenue Code (IRC) or any other federal or state laws and at the Employer's request, the Insurer may terminate or change the amount of the Pension Contribution Benefit. Any change immediately affects all Pension Contribution Benefits payable.
- 5. If any portion of the Pension Contribution Benefit is not accepted by the pension plan trust, the Employer will refund to the Insurer the amount not accepted.

B. When Pension Contribution Benefits End

- 1. Pension Contribution Benefits end automatically on the earliest of:
 - a) the date LTD Benefits end.
 - b) the date the Employer's pension plan or the trust is no longer able to accept the Pension Contribution Benefit.
 - c) the date continued contributions may cause the Employer's pension plan to be disqualified.
 - d) the date the Insured Person's employment is terminated by the Insured Person or the Employer, unless the Employer's pension plan document allows continued contributions on the Insured Person's behalf after such date.
 - e) the date the Insured Person begins employment with another employer or is self-employed, or returns to work for the Employer.
 - f) the date the Insured Person:
 - (1) begins withdrawing a monthly benefit or annuity; or
 - (2) withdraws contributions and/or interest, or
 - (3) is required to withdraw or take a distribution of contributions and/or interest, from the Employer's pension plan.
 - [g) the date the Group Policy terminates.]
 - [h) the date the Employer's coverage under the Group Policy terminates.]
 - [i) the date the Pension Contribution Benefit coverage terminates under the Group Policy.]

C. Employer Notification

- 1. The Employer must determine, and provide the Insurer with satisfactory proof, upon which the Insurer will rely, of the following:
 - a) that the Employer's pension plan may accept the Pension Contribution Benefit on the Insured Person's behalf.
 - b) the maximum amount of the Pension Contribution Benefit that the Employer's pension plan may accept on the Insured Person's behalf according to the pension plan's definition of compensation for the Insured Person.
 - c) whether any event shown under B. "When Pension Contribution Benefits End" has occurred.
 - d) whether IRC Section 415(c)(3)(C) has been elected.
 - [e) whether the Insured Person meets the requirements of IRC Section 415(c)(3)(C) and its regulations, as amended.]
- [2. The Insurer will determine whether the Insured Person meets the requirements of IRC Section 415(c)(3)(C) and its regulations, as amended. Such determination does not necessarily mean that the Insured Person is Disabled according to the terms of the Group Policy.]

D. Definitions for the Pension Contribution Benefit

- 1. The Insured Person is Disabled for the purpose of this Pension Contribution Benefit if:
 - a) he or she meets the requirements of [IRC Section 415(c)(3)(C)] and its regulations, as amended, as determined by the Insurer;
 - b) he or she meets the requirements of [IRC Section 415(c)(3)(C)] and its regulations, as amended, as determined by the Employer; and

- c) the Employer has elected [IRC Section 415(c)(3)(C)] to apply.
- 2. Compensation means:
 - a) the Insured Person's Predisability Earnings if he or she is Disabled; and
 - b) [zero dollars/the Insured Person's taxable LTD Benefit] if the Insured Person is not Disabled.]]

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[XLI. PRESUMPTIVE DISABILITY]

- A. **Presumptive Disability** and **Presumptively Disabled** mean the complete loss, because of Physical Disease or Injury of the Insured Person's:
 - 1. vision in both eyes (Vision not correctable to better than [20/200] in the better eye will be considered complete loss of vision in both eyes); or
 - 2. hearing in both ears; or
 - 3. speech; or
 - 4. functional use of two or more limbs.
- B. To qualify for the Presumptive Disability Benefit, all of the following must occur:
 - 1. The Insured Person must be Presumptively Disabled while insured under the Group Policy;
 - 2. His or her Presumptive Disability must not be subject to any of the limitations listed in the "Disabilities Excluded from Coverage" section of this Policy;
 - 3. His or her Presumptive Disability must persist for at least [5] consecutive days;
 - [4. He or she must establish a payment period. A payment period will be established from the date that all accumulated sick leave is exhausted following the date the Insured Person suffers a qualifying loss.]
- C. The Presumptive Disability Benefit payable to the Insured Person for each month of Presumptive Disability will be equal to, and in lieu of, the LTD Benefit. All offsets, deductions and restrictions applicable to regular LTD Benefit payments under this Policy, with the exception of the Elimination Period, will apply. [At no time will the Presumptive Disability Benefit be less than the Minimum LTD Benefit specified in the "Schedule of Benefits".]
- D. When Presumptive Disability Benefits End
 - 1. Presumptive Disability Benefits will cease on the earliest of the following:
 - a) the date that the Insured Person's Presumptive Disability ends;
 - b) the date of the Insured Person's death;
 - c) the date the Insured Person performs Any Occupation for wage or profit;
 - d) the date immediately following the last day of the Elimination Period;
 - e) the date the Insured Person fails to report his or her income from Deductible Income sources as required;
 - [f) the expiration of the Insured Person's accumulated sick leave plus ten consecutive working days or two calendar weeks.]]

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[XLII. REASONABLE ACCOMMODATION EXPENSE BENEFIT]

- A. If the Insured Person returns to work in Any Occupation for any employer (but not including self-employment) as a result of a reasonable accommodation made by such employer, the Insurer will pay the employer a Reasonable Accommodation Expense Benefit of up to [\$6,000], but not to exceed the expenses incurred.
- B. The Reasonable Accommodation Expense Benefit is payable only if:

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1. the reasonable accommodation is approved by the Insurer in writing prior to its implementation; and
2. the reasonable accommodation meets the federal standards of a reasonable accommodation under the Americans With Disabilities Act of 1991, as amended.]

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[XLIII. REHABILITATION BENEFIT

- A. While an Insured Person is Disabled, he or she may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of medical treatment or vocational training or education that is intended to prepare the Insured Person to return to work full time.
- B. To participate in a Rehabilitation Plan, the Insured Person must apply in a letter to the Insurer. The terms, conditions and objectives of the plan must be accepted by the Insured Person and approved by the Insurer in advance. The Insurer has the sole discretion to evaluate, approve and/or terminate the Rehabilitation Plan at any time.
- C. While the Insured Person is participating in an approved Rehabilitation Plan, his or her LTD Benefit will be reduced by [50%] of any income earned by him or her for work done under the Rehabilitation Plan. If the sum of the Insured Person's Gross LTD Benefit and Work Earnings exceeds 100% of Predisability Earnings, the excess will be included in Deductible Income. At no time will LTD Benefits be paid beyond the Maximum Benefit Period or be less than the Minimum Monthly Benefit.]

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[XLIV. REHABILITATION BENEFIT

- A. While the Insured Person is Disabled, he or she may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of medical treatment or vocational training or education that is intended to prepare the Insured Person to return to work full time.
- B. To participate in a Rehabilitation Plan, the Insured Person must apply in a letter to the Insurer. The terms, conditions and objectives of the plan must be accepted by the Insured Person and approved by the Insurer in advance. The Insurer has the sole discretion to evaluate, approve and/or terminate any Rehabilitation Plan under this section at any time.
- C. While participating in a Rehabilitation Plan, the monthly LTD Benefit will be increased by the lesser of [5%] of the Insured Person's monthly Predisability Earnings or [\$1,000]. [During this period, the monthly LTD Benefit may exceed the Maximum Monthly Benefit.] If the LTD Benefit plus Work Earnings exceeds 100% of Predisability Earnings, such excess will be included in Deductible Income. At no time will LTD Benefits be paid beyond the Maximum Benefit Period or be less than the Minimum Monthly Benefit.
- D. The Rehabilitation Plan may include, at the Insurer's discretion, payment of the Insured Person's medical expense, education expense, moving expense, accommodation expense or family care expense.
- E. If the Insured Person returns to work as part of a Rehabilitation Plan while he or she is disabled, the Insurer will pay the Employer the lesser of the following:
 1. 50% of the Insured Person's salary, wages, partnership or proprietorship draw, commissions, or similar pay; or
 2. the Insured Person's monthly LTD Benefit;
- F. Such payments will be made until the earlier of the end of the first month after the Insured Person returns to work, or the remaining period of disability.

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G. If the disability ends while the Insured Person is participating in a rehabilitation plan, and he or she is not able to find gainful work, the Insurer will:

1. pay the Insured Person the amount of benefit, other than rehabilitation benefits, that would have been payable if the Insured Person had remained disabled until three months after the disability ends or the date the Insured is able to find gainful work, if earlier; and
2. provide or pay for reasonable job placement services for a period of up to three months after the disability ends.

H. Rehabilitation for the Insured Person's Spouse

1. The Insured Person and his or her Spouse may request to participate in a rehabilitation plan for the Spouse while the Insured Person is Disabled if:
 - a) the Insured Person is receiving disability benefits from a social security plan, and
 - b) the Spouse's earnings in the six calendar months prior to the Insured Person's Disability averaged less than [60%] of the Insured Person's monthly Predisability Earnings.
2. The rehabilitation plan for the Insured Person's Spouse may include, at the Insurer's discretion, payment of the Spouse's education expense, reasonable job placement expenses, and the family's moving expense, if any. It may also include the family care expense incurred by the Spouse, necessary in order for the Spouse to be retrained under the Rehabilitation Plan.
3. The Monthly Benefit payable will be reduced by [50%] of any salary, wages, partnership or proprietorship draw, commissions, or similar pay from any work the Spouse does as a result of participating in the Spouse's rehabilitation plan. If the Spouse is working when the rehabilitation plan begins, the Insurer will only reduce the benefit by [50%] of the increase in income that results from participation in this rehabilitation plan.]

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[XLV. SPECIFIC LOSS BENEFIT]

A. If an Insured Person suffers a Loss, as defined below, as a result of an accident or exposure to the natural elements, the Insurer will consider the Insured Person Disabled, for the purpose of this Specific Loss Benefit, for the applicable Minimum Benefit Period outlined below.

B. Definitions of Loss

1. Loss means loss of hand, foot, sight[, speech,][hearing,] or thumb and index finger of the same hand which:
 - a) is caused solely and directly by an accident or exposure to the natural elements;
 - b) occurs independently of all other causes;
 - c) occurs within [180] days after the accident or exposure to the natural elements; and
 - d) occurs while the Insured Person is insured under the Group Policy.
 - (1) If the Employer's coverage under the Group Policy terminates after the date of the accident and the Insured Person remains continuously Disabled from the date the Employer's coverage under the Group Policy terminates up to the date of the Loss, then the Insured Person's Loss will be deemed to have occurred while insured under the Group Policy.
2. With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.
3. With respect to sight, Loss means entire and irrecoverable loss of sight.

- [4. With respect to speech or hearing, Loss means entire and irrecoverable loss of audible speech or hearing, as certified by [a Diplomate of the American Board of Otolaryngology].]
5. With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

C. Minimum Benefit Period

1. The Specific Loss Benefit will be paid to the Insured Person for the number of monthly payments specified in the table below. If death occurs before all the payments have been made, the balance remaining at the time of death will be paid to the Insured Person's estate.
2. Benefits may be payable for a period in excess of the number of months indicated in the table provided that the Insured Person is Disabled as defined elsewhere in this Policy, and provided that he or she complies with the "Responsibilities of Disabled Insured Persons" section.
3. The maximum number of monthly payments for all losses suffered in any one accident will be limited to the loss for which the greatest number of monthly payments is provided in table 3a below.

Specific Loss Benefit Table 3a

<u>Loss</u>	<u>Number of Months</u>
Both hands	[46] months
Both feet	[46] months
The sight of both eyes	[46] months
One hand and one foot	[46] months
One hand and sight of one eye	[46] months
One foot and sight of one eye	[46] months
One arm	[35] months
One leg	[35] months
One hand or one foot	[23] months
One hand	[23] months
One foot	[23] months
Sight of one eye	[15] months
Thumb and index finger of same hand	[12] months
[Loss of speech	[12] months]
[Loss of hearing	[12] months]

- D. The Specific Loss Benefit will be equal to, and in lieu of, the LTD Benefit. All offsets, deductions and restrictions applicable to LTD Benefit payments under the Group Policy[, with the exception of the Elimination Period,] will apply to the Specific Loss Benefit. At no time will the Specific Loss Benefit be less than the Minimum LTD Benefit specified in the "Schedule of Benefits".
- E. Specific Loss Benefit Exclusions
 1. No Specific Loss Benefit is payable under this provision if the Loss is caused or contributed to by any of the exclusions listed in the section entitled "Disabilities Excluded from Coverage" or any of the following:
 - a) Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder existing at the time of the accident.
 - b) Heart attack or stroke.
 - c) Medical or surgical treatment for any of the above.]

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[XLVI. STEP UP TO 85% BENEFIT

- A. The Insured Person's LTD Benefit may be increased by increments of [5%] up to a maximum of [five] increases or 85%, whichever occurs first.
- B. **State Plan** means a state teachers' retirement fund or a state retirement fund and does not include non-medical, non-retirement awards.
- C. Eligibility
1. To be eligible for an increase in the LTD Benefit under this provision an Insured Person must:
 - a) become Disabled on or after the day this Step Up to 85% Benefit became effective under the Employer's plan;
 - b) have received at least [12] months of LTD Benefits;
 - c) have received at least [one] payment for Social Security Disability Benefits; and
 - d) have received at least [one] payment from a State Plan.
- D. Both Social Security disability benefits and State Plan benefits must be made for the same Disability in which the Insured Person is receiving an LTD Benefit under the Group Policy. The Insured Person will not qualify for an addition to the LTD Benefit if he or she has not applied for both Social Security and State Plan benefits within [six] months of the first day in which Disability benefits under the Group Policy became payable. Periodic verification of actual receipt of such Social Security and State Plan benefits will be required, in accordance with the Proof of Loss provision of the "Claims" section of this Group Policy.
- E. After the conditions described in subsections C and D above have been satisfied, the maximum amount of addition to the LTD Benefit payable, if any, for each month of the Policy Year will be determined as follows:
1. A first total will be found by adding to the LTD Benefit the amounts awarded in Social Security benefits (excluding any cost-of-living increases) and received in State Plan benefits for that month.
 2. A second total is determined by multiplying Predisability Earnings by the combined percentage of the LTD Benefit percentage stated in the "Schedule of Benefits" plus [5%] for each full year in which benefits have been payable.
 3. If the total under paragraph E.1 is less than the total under E.2., the amount of LTD Benefit payable will be increased by the difference between the two totals. If the total under paragraph E.1 is greater than or equal to the total under E.2., no additional amount will be payable.
- F. After payment of the first year's Step Up to 85% Insurance Benefit, and while all the conditions for its payment continue, recalculation of succeeding [5%] additions will be made on the anniversaries of the first calculation.
- G. Payment of the Step Up to 85% Benefit will end on the day that any of its qualifying conditions are not met.]

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[XLVII. SUPPLEMENTAL LONG TERM DISABILITY ACCIDENT BENEFIT

- A. Eligibility. If the Insured Person is insured for the maximum LTD Benefit for which he or she is eligible, he or she may also apply for a Supplemental Long Term Disability Accident Benefit by completing an enrollment form and providing Evidence of Insurability to the Insurer.
- B. Effective Date. The Insured Person's Supplemental Long Term Disability Accident Benefit becomes effective on the first day of the calendar month coinciding with or next following the date the Insurer approves his or her Evidence of Insurability.
- C. Benefit. If the Insured Person becomes Disabled as the result of, and within [90] days after the date of, an Injury, the LTD Benefit will be increased to [85%] [the percentage specified on his or her Supplemental Long Term Disability Accident Benefit enrollment form] of Predisability Earnings during the Supplemental Period.

The maximum monthly Supplemental Long Term Disability Accident Benefit will be the lesser of the Maximum Monthly Benefit stated in the “Schedule of Benefits” or [\$5,000].

- D. Supplemental Period. The Supplemental Period is [one year] [the length of time specified on the Insured Person’s Supplemental Long Term Disability Accident Benefit enrollment form].
- E. Exclusions
1. A Supplemental Long Term Disability Accident Benefit will not be payable if the Insured Person’s Disability begins more than [90 days (including the Elimination Period)] after the date of his or her Injury.
 2. A Supplemental Long Term Disability Accident Benefit will not be payable if the Insured Person’s Disability is caused by or contributed to by a Physical Disease, or any medical or surgical treatment for such Physical Disease.
- F. When the Supplemental Long Term Disability Accident Benefit Ends
1. The Supplemental Long Term Disability Accident Benefit under this provision ends on the earliest of:
 - a) the date any required premium for the Supplemental Long Term Disability Accident Benefit has not been paid;
 - b) the date the Group Policy terminates;
 - c) the date the Employer’s coverage under the Group Policy terminates;
 - d) the date the Insured Person’s coverage under the Group Policy terminates; or
 - e) the date the Insured Person is no longer Disabled.
- G. Group Policy Provisions. Except as provided above, coverage under this provision is subject to all other terms of the Group Policy.]

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[XLVIII. SUPPLEMENTAL LONG TERM DISABILITY BENEFIT

- A. Eligibility. If the Insured Person is insured for the maximum LTD Benefit for which he or she is eligible, he or she may also apply for a Supplemental Long Term Disability Benefit by completing an enrollment form and providing Evidence of Insurability to the Insurer.
- B. Effective Date. The Insured Person’s Supplemental Long Term Disability Benefit becomes effective [on the date on which his or her Evidence of Insurability for such coverage is approved by the Insurer.] [on the first day of the month immediately following the month in which the Insured Person’s Evidence of Insurability is approved by the Insurer, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.] [as specified in the “Schedule of Benefits”].]
- C. Benefit. The LTD Benefit will be increased to [85%] of Predisability Earnings during the Supplemental Period. This increase applies to loss due to both Physical Disease and Injury.
- D. Supplemental Period. The Supplemental Period is [24] months. However, if during such Supplemental Period the Insured Person begins receiving Social Security and State Plan benefits due to the same Disability, the Supplemental Period will continue while such government payments are being made. In no event, will the Supplemental Period extend beyond the Maximum Benefit Period.
- E. State Plan. State Plan means a state teachers’ retirement fund or a state retirement fund.
- F. When the Supplemental Long Term Disability Benefit Ends
1. The Supplemental Long Term Disability Benefit under this provision ends on the earliest of:
 - a) the date any required premium for the Supplemental Long Term Disability Benefit has not been paid;
 - b) the date the Group Policy terminates;
 - c) the date the Employer’s coverage under the Group Policy terminates;
 - d) the date the Insured Person’s coverage under the Group Policy terminates; or

e) the date the Insured Person is no longer Disabled.

G. Group Policy Provisions. Except as provided above, coverage under this provision is subject to all other terms of the Group Policy.]

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[XLIX. SURVIVOR BENEFIT

A. If the Insured Person dies while LTD Benefits are payable[, and on the date the Insured Person dies, her or she has been continuously Disabled for at least [180] days], the Insurer will pay a Survivor Benefit as follows:

1. The Survivor Benefit will consist of [a lump sum equal to [3] times][[12] monthly payments equal to] the amount of the last [Gross]LTD Benefit.
2. The Survivor Benefit will first be applied to reduce any overpayment of the Insured Person's claim.
3. The Survivor Benefit will be paid at the Insurer's option to any one of the following:
 - a) The Insured Person's surviving Spouse;
 - b) The Insured Person's surviving unmarried children, including adopted children, under age [25];
 - c) The Insured Person's surviving Spouse's unmarried children, including adopted children, under age [25][;
 - d) The Insured Person's estate].
- [4. No Survivor Benefit will be paid if the Insured Person is not survived by any person listed in 3a., b., or c. above.]]

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[AMENDMENT [1] TO THE GROUP LONG TERM DISABILITY INSURANCE POLICY

A. This Amendment number [1] effective on [amendment1date] amends certain provisions of the Group Long Term Disability Insurance Policy as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Group Policy, unless otherwise stated herein.

- [1. Information related to any special agreements not addressed in the policy or certificate will be referenced here. For example, if we allow a group to submit reports in lieu of paper applications it will be noted on this amendment.]]

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STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

Home Office: 485 Madison Avenue ▪ New York, NY 10022
Administrative Office: 1241 John Q. Hammons Drive ▪ Madison, WI 53717

**GROUP SHORT TERM DISABILITY INSURANCE
POLICY**

Policyowner: [ABC Company]

Policy Effective Date: [Policy Effective Date]

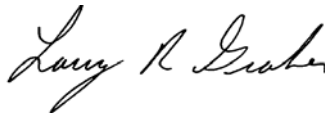
The Insurer has issued this Group Policy to the above referenced Policyowner. No coverage under the Group Policy is in effect until approved in writing by Standard Security Life Insurance Company of New York (the "Insurer").

Defined terms appear with their initial letters capitalized. References to section headings appear in quotation marks. In the event of any conflict between the Group Policy and the Certificate(s) of Coverage, the Group Policy will control.

This Group Policy is signed by the President of Standard Security Life Insurance Company of New York.

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

By

A handwritten signature in cursive script, reading "Larry R. Graber".

Larry R. Graber
President

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DEFINITIONS

Active Work and **Actively at Work** are defined in the “Eligibility for Insurance” section.

Any Occupation means any job for which an Insured Person is qualified by education, training, or experience regardless of whether he or she is working in that or another occupation.

Benefit Payment Period means the period during which the Insured Person is eligible to receive STD Benefit payments.

Contributory means that the Insured Person pays all or a portion of the premium for insurance.

Deductible Income is defined in the “Deductible Income” section.

Disability and **Disabled** are defined in the “Definition of Disability” section.

[Domestic Partner [is defined in the “Schedule of Benefits”].][means a person who lives in the same household and shares the common resources of life in a close, personal intimate relationship with the Insured Person if, under state law, that individual would not be prevented from marrying the Insured Person on account of age, blood relationship, or prior undissolved marriage to another.] [A Domestic Partner may be of the same or opposite gender as the Insured Person.] [The Insured Person must complete an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer and filed that affidavit for public record, if required by state law.] [Except where otherwise specified, a Domestic Partner will be the equivalent of a Spouse under the Group Policy.] [Except where otherwise specified, a Child of a Domestic Partner will be the equivalent of a Child of a Spouse under the Group Policy.]]

Eligible Class means an employment classification defined by the Employer and specified in the “Schedule of Benefits”. The Insured Person must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

Eligible Person is defined in the “Eligibility for Insurance” section.

Elimination Period means the period of time that an Insured Person must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable during the Elimination Period. The Elimination Period is specified in the “Schedule of Benefits”.

Employee is defined in the “Eligibility for Insurance” section.

Employer means an employer (including approved affiliates and subsidiaries) to whom the Insurer has assigned a Plan Number and issued a Policy.

Evidence of Insurability is defined in the “Becoming Insured” section.

[First Day Hospital Benefit means that if an Insured Person becomes Hospitalized due to an Injury, Pregnancy or Physical Disease, the Elimination Period will be waived and benefit payments will start immediately, provided that the Insured Person is Disabled.]

Group Policy means the group STD insurance policy issued by the Insurer to the Employer.

Gross STD Benefit is defined in the “STD Benefit Calculation” section.

Guarantee Issue is the amount of coverage provided, up to the Maximum [Weekly][Monthly] Benefit, which is not subject to Evidence of Insurability.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals. [For the purpose of the First Day Hospital Benefit, Hospital includes a medical clinic.]

Hospitalized means that the Insured Person is confined to a Hospital because of a Disability for at least 24 hours[, or that the Insured Person undergoes a surgical procedure performed on an outpatient basis].

Injury means a bodily injury that is the direct result of an accident, that is not related to any other cause, and which in and of itself results in the Insured Person's Disability[within 90 days]. Benefits will be payable to the Insured Person only if the Injury occurs while he or she is insured under the Group Policy.

Insured Person means an Eligible Person whose coverage has become effective under the Group Policy.

Late Enrollee means an Employee who applies for coverage under the Group Policy more than 31 days after becoming an Eligible Person.

Material Duties is defined in the "Eligibility for Insurance" section.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Elimination Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if the Insured Person is still Disabled. No STD Benefits will be paid for periods of time for which group long term disability benefits are payable. The Maximum Benefit Period is specified in the "Schedule of Benefits".

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

Noncontributory means the Employer pays the entire premium for insurance.

Own Occupation means the occupation the Insured Person routinely performs for the Employer at the time Disability begins. The Insurer will look at the Insured Person's occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes Pregnancy.

Physician means [a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.] [a qualified practitioner who is licensed, under the laws of a state of the United States of America, to diagnose and treat the physical or mental impairment(s) causing the Insured Person's Disability. This definition includes only the following practitioners, and only to the extent that the services provided are within the scope of the individual practitioner's professional license:

M.D. –Doctor of Medicine

[D.O. – Doctor of Osteopathy]

[S.C. – Doctor of Surgical Chiropody]

[D.P.M. – Doctor of Podiatric Medicine]

[O.D. – Doctor of Optometry]

[D.C. – Doctor of Chiropractic]

[D.D.S. – Doctor of Dental Surgery]
[D.M.D. – Doctor of Medical Dentistry]]

For the purpose of this Group Policy, “Physician” will not include you or your Spouse, or the brother, sister, parent or child of either an Insured Person or an Insured Person’s Spouse.

Plan Effective Date means the date on which the Group Policy becomes effective.

Plan Number means the number used by the Insurer to reference an Employer and the terms of coverage specified under the Employer’s Group Policy.

Predisability Earnings is defined in the “Predisability Earnings” section.

[**Pre-existing Condition** is defined in the “Exclusions” section.]

Pregnancy means a pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means the Employer’s group short term disability insurance plan in effect on the day immediately preceding the Plan Effective Date under this Group Policy.

Proof of Loss is defined in the “Claims” section.

Regular Care of a Physician means:

1. that the Insured Person personally visits a Physician as frequently as is medically required according to standard medical practice, but in no event less than annually, to effectively manage and treat the Insured Person’s disabling condition(s);
2. that the Insured Person’s Physician is rendering appropriate treatment and care for the disabling condition(s) which conform(s) with standard medical practice and is the most appropriate for the disabling condition(s), according to standard medical practice; and
3. that the Insured Person is complying with all aspects of the treatment plan prescribed by the Physician.

[**Retirement Date** means the earlier of:

1. the date you retire as defined by your Employer;
2. the date you become eligible to receive retirement benefits under any pension plan to which the Employer contributes, or
3. the date you become eligible to receive retirement benefits under any state or federal retirement plan or under social security law.]

Spouse means a person to whom the Insured Person is legally married and from whom he or she is not legally separated.

STD means short term disability.

STD Benefit means the net benefit payment due to the Insured Person after deductions are applied to the Gross STD Benefit as provided for under the Group Policy. The STD Benefit is calculated under the “STD Benefit Calculation” section.

Substance Abuse means a condition listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease within a classification category or code including but not limited to 291, 292, 303, 304 or 305.

Waiting Period is defined in the “Eligibility for Insurance” section and the “Schedule of Benefits”.

Work Earnings means the Insured Person's gross [weekly][monthly] earnings from work he or she performs while Disabled.

Work Earnings includes earnings from the Employer, any other employer, or self-employment and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

If the Insured Person is paid in a lump sum or on a basis other than [weekly][monthly], the Insurer will prorate the Work Earnings over the period of time to which they apply. If no period of time is stated, the Insurer will make a reasonable estimate.

[In determining the Insured Person's Work Earnings, the Insurer:

1. will use the financial accounting method the Insured Person uses for income tax purposes, if he or she uses that method on a consistent basis;
2. will not be limited to the taxable income the Insured Person reports to the Internal Revenue Service;
3. may ignore expenses [under section 179 of the IRC] as a deduction from the Insured Person's gross earnings;
4. may ignore depreciation as a deduction from the Insured Person's gross earnings;
5. may adjust the financial information the Insured Person provides to the Insurer in order to clearly reflect his or her Work Earnings.]

If the Insurer determines that the Insured Person's earnings vary substantially from pay period to pay period, the Insurer may determine the Insured Person's Work Earnings by averaging his or her earnings over the most recent [three-week][three-month] period. The Insured Person will no longer be Disabled when his or her average Work Earnings [over the last three weeks][over the last three months] exceed [80%] of his or her Predisability Earnings [, or when he or she is capable of earning more than [80%] of his or her Predisability Earnings].

I. INSURING CLAUSE

- A. If an Insured Person becomes Disabled while insured under the Group Policy, the Insurer will pay STD Benefits according to the terms of the Employer's coverage under the Group Policy, after receiving satisfactory Proof of Loss.

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II. ELIGIBILITY FOR INSURANCE

- A. To be eligible for insurance under the Group Policy (a Candidate), such Candidate must be an Eligible Person. An **Eligible Person** is an Employee who has met the following requirements:

1. The Candidate must be an Employee. **Employee** means an individual who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes. [The term "Employee" also includes [board members].]
2. The Candidate must be a citizen or legal resident of the United States or Canada, and must reside in the United States or Canada;
3. The Candidate must be Actively at Work and capable of sustained Active Work.
 - a) **Active Work** and **Actively at Work** mean performing all the Material Duties of the Candidate's Own Occupation at his or her Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as the Candidate is capable of Active Work on those days.
 - b) **Minimum Hourly Work Requirement** means the work hours over a given time period that are required of the Candidate in order to be eligible for coverage. The Eligible Person's Minimum Hourly Work Requirement is specified in the "Schedule of Benefits".
 - c) **Material Duties** means the duties generally required by employers in the national economy of those engaged in a particular occupation that cannot be reasonably modified or omitted. [In no event will working an average of more than 40 hours per week be considered a Material Duty.]]
4. The Candidate cannot be a [part-time/temporary or seasonal employee/full-time member of the armed forces of any country/leased employee/independent contractor.] [Where an employment contract specifies, coverage is available for board-approved long-term substitute teachers during the term of their contract. Coverage will not continue during summer months or any other period of time for which the long-term substitute teacher is not scheduled to work.]
5. A Candidate must satisfy his or her Waiting Period. **Waiting Period** means the period of time that a Candidate must be Actively at Work as an Employee before coverage may become effective. The Waiting Period is specified in the "Schedule of Benefits".

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III. BECOMING INSURED

- A. To become an **Insured Person** under the Group Policy, an Employee must be an Eligible Person and meet the following requirements as each may apply:

1. If Evidence of Insurability is required, an Eligible Person must provide such Evidence of Insurability and be approved for coverage by the Insurer. The “Schedule of Benefits” specifies when Evidence of Insurability is required.
2. Evidence of Insurability.
 - a) Providing **Evidence of Insurability** means that an applicant must:
 - (1) complete and sign the Insurer’s Evidence of Insurability application and return the original application to the Insurer no later than [60] days from the date of signing; and
 - (2) authorize the Insurer to obtain information about the applicant’s health; and
 - (3) undergo a physical examination, if required by the Insurer, which may include diagnostic testing; and
 - (4) provide any additional information about the applicant’s insurability that the Insurer may reasonably require.
 - b) If an Eligible Person, or his or her Spouse or dependents are required to provide Evidence of Insurability, the Eligible Person will be responsible for all costs associated with providing Evidence of Insurability.
 - c) In each case where Evidence of Insurability is required, the Insurer bases its decision whether to approve coverage on the information provided during the underwriting process. If the Insurer learns that the information relied on to approve coverage was incorrect, or that relevant information was omitted, the Insurer may retroactively rescind coverage and deny claims.
3. If the insurance an Eligible Person wishes to obtain is Contributory insurance, he or she must apply in writing and remit the required premiums.

B. Effective Date of Insurance

1. Initial Enrollment
 - a) Noncontributory insurance not subject to Evidence of Insurability, or which is subject to Evidence of Insurability and has been approved by the Insurer, becomes effective on [the date the Employee become an Eligible Person][the date specified in the “Schedule of Benefits”]. If, however, the Eligible Person initially waives participation in such coverage and then later wishes to participate, he or she will be treated as a Late Enrollee, subject to Evidence of Insurability.
 - b) Contributory insurance subject to Evidence of Insurability becomes effective on [the first day of the month immediately following the month in which the Eligible Person’s Evidence of Insurability is approved by the Insurer, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.] [the date the Insurer approves the Eligible Person’s Evidence of Insurability for such coverage][the date specified in the “Schedule of Benefits”].
 - c) Contributory insurance not subject to Evidence of Insurability. Provided that the Eligible Person applies prior to, or within 31 days of becoming an Eligible Person, Contributory insurance not subject to Evidence of Insurability becomes effective [on the date the Employee becomes an Eligible Person][on the first day of the month immediately following the month in which the Employee becomes an Eligible Person, except that if he or she becomes an Eligible Person on the first day of a month, such coverage becomes effective on that day][as specified in the “Schedule of Benefits”]. If the Eligible Person does not apply for such coverage prior to, or within 31 days of becoming an Eligible Person and subsequently wish to obtain coverage, he or she will be a Late Enrollee, subject to Evidence of Insurability.
2. Increases in Existing Coverage and Late Enrollee Applications
 - a) Where Evidence of Insurability is required, increases of existing coverage and Late Enrollee applications become effective [on the date on which the Eligible Person’s Evidence of Insurability for

such coverage is approved by the Insurer] [on the first day of the month immediately following the month in which the Eligible Person's Evidence of Insurability is approved by the Insurer, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day][as specified in the Schedule of Benefits].

- b) Where Evidence of Insurability is not required, an increase of existing coverage becomes effective [on the date that the Insured Person become eligible for such coverage][on the first day of the month immediately following the month in which the Insured Person becomes eligible for such coverage, except that if the Insured Person becomes eligible on the first day of a month, such coverage becomes effective on that day][as specified in the Schedule of Benefits].
3. If the Employee is incapable of sustained Active Work due to a Disability on the day before the scheduled effective date of his or her insurance, such insurance will not become effective until the day after he or she is capable of sustained Active Work and completes one day of Active Work as an Eligible Person.

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[IV. WAIVER OF PREMIUM

- A. Premium payments are required during the Elimination Period. However, payment of premium is waived [commencing on the [91st] day of payable benefits, and only] while STD Benefits are payable. Upon the Insured Person's return to Active Work, premium payments will again be payable.]

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V. WHEN INSURANCE ENDS

This provision applies to the Insured Person if he or she is not Disabled.

- A. Except as otherwise provided for under this section, your coverage will cease on the earliest of the following to occur:
- 1. the date your Employer's coverage under the Group Policy terminates;
 - 2. the date you cease to be an Eligible Person;
 - 3. the date that your premium payment is not paid when required;
 - 4. the date you [become eligible for coverage][become covered] under another group [short-term]disability policy;
 - 5. if you are a contract employee not returning to work as an Eligible Person the next contract year, the earlier of the following:
 - a) the date you become employed with another employer;
 - [b) your Retirement Date;]
 - c) expiration of the current contract year;]
 - 6. your Retirement Date.]
 - 7. the date he or she becomes disabled due to a work related injury.]
- B. Approved FMLA Leave of Absence – Contributory or Noncontributory Coverage
- 1. If an Insured Person on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
 - a) the Insurer receives written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - c) the Employer remits the required premium for coverage.

2. The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the leave, or the salary for which premium was paid.

[C. Paid Sabbatical - If the Insured Person is a professional Employee [(Administrator or Certified Teacher)] on a paid sabbatical leave, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:

- (1) the Insurer receives written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the sabbatical and the amount of the Insured Person's covered salary; and
 - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.

- b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.

- c) Unless the Insured Person returns to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or [3 months] from the date the paid sabbatical began.

2. Contributory Coverage

- a) Coverage will continue provided that:

- (1) the Insurer receives written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured Person's behalf.

- b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.

- c) Unless the Insured Person returns to active eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end, [3 months] from the date the paid sabbatical began, or the date the Insured Person fails to pay the premium as required.

- d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during a paid sabbatical and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[D. Unpaid Sabbatical - If the Insured Person is a professional Employee [(Administrator or Certified Teacher)] on an unpaid sabbatical leave, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insurer receives written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the unpaid sabbatical and the amount of the Insured Person's covered salary; and
 - (2) unpaid sabbaticals and the right to continue coverage during unpaid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid sabbatical. If the Insured Person becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or [3 months] from the date the unpaid sabbatical began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insurer receives written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - (2) unpaid sabbatical leaves of absence and the right to continue coverage during unpaid sabbatical leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured's behalf.
- b) No benefits are payable during an unpaid sabbatical. If the Insured Person becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end, [3 months] from the date the unpaid sabbatical began, or the date the Insured Person fails to pay the premium as required.
- d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during an unpaid sabbatical and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[E. Paid Leave of Absence. If an Insured Person is on a paid leave of absence, coverage will continue subject to the following:

1. Noncontributory coverage

- a) Coverage will continue provided that:
 - (1) the Insurer receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - (2) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.

- b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active, eligible status on or before the date the leave is scheduled to end, coverage extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end or [3 months] from the date the paid leave began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insurer receives written notice in advance of a paid leave of absence approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - (2) paid leaves of absence and the right to continue coverage during paid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured Person's behalf.
- b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of the date the paid leave of absence is scheduled to end, [3 months] from the date the paid leave of absence began, or the date the Insured Person fails to pay the premium as required.
- d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during a paid leave of absence and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[F. Unpaid Leave of Absence - If the Insured Person is on an unpaid leave of absence, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insured receives written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the unpaid leave of absence and the amount of the Insured Person's covered salary; and
 - (2) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid leave of absence. If the Insured Person becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on

the earlier of the date the unpaid leave of absence is scheduled to end or [3 months] from the date the unpaid leave of absence began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insurer receives written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and
 - (2) unpaid leaves of absence and the right to continue coverage during unpaid leave of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insured on the Insured Person's behalf.
- b) No benefits are payable during an unpaid leave of absence. If Insured Person becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end, [3 months] from the date the unpaid leave of absence began, or the date the Insured Person fails to pay the premium as required.
- d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during an unpaid leave of absence and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[G. Paid Suspension - If the Insured Person is on a paid suspension, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insurer receives written notice in advance of a paid suspension approved by the Employer which includes the beginning and ending dates of the paid suspension and the amount of the Insured Person's covered salary; and
 - (2) the right to continue coverage during a paid suspension is available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Employer remits the required premium for coverage.
- b) The Elimination Period can be satisfied during a paid suspension, but benefits will not begin until the later of the end of the Elimination Period, or the date the paid suspension was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid suspension, or the salary for which premium was paid.
- c) Unless the Insured Person returns to active, eligible status on or before the date the paid suspension is scheduled to end, coverage extended during a paid suspension will terminate on the earlier of the date the paid suspension is scheduled to end or [3 months] from the date the paid suspension began.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) the Insured Person receives written notice in advance of a paid suspension approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Insured Person's covered salary; and

- (2) paid suspensions and the right to continue coverage during paid suspensions are available to all Employees in the same Eligible Class under the Group Policy; and
 - (3) the Insured Person continues to pay the required premium to the Employer without interruption and the Employer continues to remit premium to the Insurer on the Insured Person's behalf.
- b) The Elimination Period can be satisfied during a paid suspension, but benefits will not begin until the later of the end of the Elimination Period or the date the paid suspension was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Insured Person's earnings in effect on his or her last full day of Active Work prior to the paid suspension, or the salary for which premium was paid.
 - c) Unless the Insured Person returns to active, eligible status on or before the date the paid suspension is scheduled to end, coverage extended during a paid suspension will terminate on the earlier of the date the paid suspension is scheduled to end, [3 months] from the date the paid suspension began, or the date the Insured Person fails to pay the premium as required.
 - d) If the Insured Person chooses not to continue coverage or his or her coverage terminates during a paid suspension and he or she subsequently wishes to obtain coverage, the Insured Person will be treated as a Late Enrollee and be required to provide Evidence of Insurability.]

[H. Layoffs - Contributory or Noncontributory Coverage. If the Insured Person is on a leave of absence due to a lay-off, coverage will continue through the end of the month in which he or she last worked prior to the lay-off.]

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VI. RULES FOR TRANSFER OF EMPLOYEES FROM PRIOR PLAN

- A. If an Employee was eligible for insurance and insured under the Prior Plan on the day before the Plan Effective Date, he or she can become insured on the Plan Effective Date without meeting the Active Work requirement under the "Eligibility for Insurance" section.
- B. The STD Benefit will be the lesser of the short term disability benefit that would have been payable under the terms of the Prior Plan if it had remained in force, or the STD Benefit as determined under the other provisions of this Group Policy. However, no benefits will be payable to an Insured Person under the Group Policy if any benefits are payable to him or her under the Prior Plan.
- C. If an Employee was eligible for insurance under the Prior Plan for more than 31 days but was not insured under the Prior Plan, he or she must provide Evidence of Insurability and be approved by the Insurer to become insured.

[D. Continuation of Coverage and Pre-existing Conditions. In calculating the coverage period for determining whether the Pre-existing Condition Exclusion applies, the Insurer will include any period of continuous coverage under the Prior Plan immediately preceding the date the Insured Person became insured under the Group Policy.]

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VII. REINSTATEMENT OF COVERAGE

- A. If an Insured Person's coverage ends, he or she may become covered again as an Insured Person, subject to the following:

1. If the Insured Person ceases to be an Eligible Person, his or her insurance will end. However, if he or she again becomes an Eligible Person in all respects except the Waiting Period immediately after the later of the dates in a) and b), below, the Waiting Period will be waived.
 - a) The date STD Benefits end;
 - b) The date long term disability benefits end, if he or she is covered under a group long term disability policy issued by the Insurer through the Employer, provided the long term disability benefits are payable for the same Disability.
- [2. If the Insured Person ceases to be an Eligible Person and coverage ends, and then he or she again becomes an Eligible Person in all respects except the Waiting Period within [3 months], the Waiting Period will be waived on the first day of return to Active Work and the Employee will not have to provide Evidence of Insurability. [If an Employee becomes covered again under this paragraph, the Pre-existing Condition Exclusion will be applied as if there had been no gap in coverage.]]
- [3. If an Employee is an Insured Person on the date his or her school contract terminates and coverage ends, and then he or she again becomes an Eligible Person in all respects except the Waiting Period within [90 days], the Waiting Period will be waived on the first day of the new contract term and the Employee will not have to provide Evidence of Insurability. [If the Employee becomes covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.]]
4. If an Insured Person's coverage ends because he or she fails to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then he or she returns to Active Work and enrolls for coverage within 31 days of the earlier of:
 - a) the end of the period of leave the Insured Person and Employer agreed upon; or
 - b) the end of the 12 week period following the date the Insured Person's leave began,then the Waiting Period will be waived the Employee will not have to provide Evidence of Insurability. [If the Employee becomes covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.]
- [5. If an Employee ceases to be an Eligible Person because of a Disability that is not covered solely because of the exclusion for work related disabilities, coverage will end. However, if he or she again becomes an Eligible Person in all respects except the Waiting Period immediately after workers' compensation temporary benefits end, the Waiting Period will be waived.]
6. In all other cases, if the Insured Person's coverage ends because he or she fails to make the required contribution, the Insured Person must provide Evidence of Insurability to become covered again.
7. In no event will insurance coverage be retroactive.

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[VIII. DEFINITION OF DISABILITY

- [A. During the Elimination Period and the Benefit Payment Period, **Disability and Disabled** mean the Insured Person is, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform a majority of the Material Duties of his or her Own Occupation.
- B. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- C. If, with Reasonable Accommodations, the Insured Person could perform a majority of his or her Material Duties, he or she will not be considered Disabled. An Employer's failure or unwillingness to provide Reasonable Accommodations does not constitute the inability to perform a Material Duty. **Reasonable**

Accommodations means modifications or adjustments in the work environment or the way things are usually done that would enable a Insured Person to perform his or her Material Duties.

- [D. Preventive Measures. An Insured Person's inability to perform any of his or her Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]]
- [E. During the Elimination Period, **Disability and Disabled** mean the Insured Person is, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform a majority of the Material Duties of his or her Own Occupation.
- F. During the Benefit Payment Period, **Disability and Disabled** mean the Insured Person is, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform one or more of the Material Duties of his or her Own Occupation, and, due to such inability, his or her Work Earnings are less than [80%] of Predisability Earnings, and he or she is incapable of earning [80%] or more of his or her Predisability Earnings.

Work Earnings may be Deductible Income. See the "STD Benefit Calculation" and "Deductible Income" sections.

- G. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- [H. Preventive Measures. An Insured Person's inability to perform any of his or her Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]]
- [I. During the Elimination Period and the Benefit Payment Period, **Disability or Disabled** means that the Insured Person is, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform one or more of the Material Duties of his or her Own Occupation, and, due to such inability, Work Earnings are less than [80%] of his or her Predisability Earnings, and he or she is incapable of earning [80%] or more of his or her Predisability Earnings.

Work Earnings may be Deductible Income. See the "STD Benefit Calculation" and "Deductible Income" sections.

- J. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- [K. Preventive Measures. An Insured Person's inability to perform any of his or her Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.]]

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[IX. CUMULATIVE ELIMINATION PERIOD

- A. If, during the Elimination Period, an Insured Person returns to Active Work with the Employer and then becomes Disabled again from the same or related cause(s), the Elimination Period will be determined as follows:
1. If the Insured Person's return to Active Work is for a total of [ten or less working days], the Elimination Period will be counted from the first day of the first period of Disability. The number of days the Insured Person returns to work will be added to and extend the Elimination Period by that number of days.
 2. If the return to Active Work is for a total of more than [ten working days], the Elimination Period will start over and apply in full to the new period of Disability.

- B. For the purposes of this provision, any day for which the Insured Person receives pay will be considered a working day.]

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[IX. CUMULATIVE ELIMINATION PERIOD]

- A. If an Insured Person's Disability ceases during the Elimination Period for 30 days or less, then the Disability will be treated as continuous. However, days that the Insured Person is not Disabled will not count toward the Elimination Period.]

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[IX. CUMULATIVE ELIMINATION PERIOD]

- A. If, during the Elimination Period, an Insured Person returns to Active Work and then becomes Disabled again from the same or a related cause(s), then only days of Disability due to the same or a related Sickness or injury will count towards the satisfaction of the Elimination Period, provided that [60] days of Disability due to the same or a related Sickness or Injury are completed with a [120] day period.]

SSL-GSDI-P1402-(05/08)-NT

[IX. CUMULATIVE ELIMINATION PERIOD]

- A. During the Elimination Period successive periods of Disability shall be deemed to be one period of Disability if due to the same or related causes and if not separated by more than [7] calendar days. In no event will more than [14] calendar days of interruption of Disability be allowed in one Elimination Period.]

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[IX. CUMULATIVE ELIMINATION PERIOD]

- A. If an Insured Person is Disabled for at least 30 calendar days in a row, and then returns to Active Work and again becomes Disabled from the same or a related cause while the Group Policy is in force, the Elimination Period will be affected as follows:
1. If the Insured Person's return to Active Work is for a total of [7] work days or less, the Insurer will count the Elimination Period from the first day of the original period of Disability. The Elimination Period will not be increased by the number of days of return to Active Work.
 2. If the Insured Person's return to Active Work is for a total of at least [8] work days but not more than a total of [30] calendar days, the Insurer will count the Elimination Period from the first day of the original period of Disability. The Elimination Period will be increased by the number of days of return to Active Work.
 3. If the Insured Person's return to Active Work is for a total of [31] or more calendar days, the Elimination Period will start over and apply to the new period of Disability.
- B. Any part of a calendar day on which there has been a return to Active Work will count as a whole day. Fractions of days will not be added together for credit under this provision.]

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[IX. CUMULATIVE ELIMINATION PERIOD]

- A. If an Insured Person is Disabled, he or she will not be penalized for trying to work during the Elimination Period. The following scale shows the number of days his or her disability can cease without being required to satisfy a new Elimination Period.

Elimination Period	Number of Days Disability Can Cease
[30] days or more	up to [10] days
[60] days or more	up to [20] days
[90] days or more	up to [30] days
[180] days or more	up to [60] days

- B. For accumulating days of Disability to satisfy the Elimination Period, the following will apply:
1. A period of Disability will be treated as continuous during the Elimination Period unless the Insured Person is determined to be neither totally nor partially disabled for more than the number of days allowed in the schedule above, or as otherwise specified on the "Schedule of Benefits"; and
 2. Days the Insured Person is not totally or partially disabled will not be used to satisfy the Elimination Period, and may be consecutive or intermittent.]

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[IX. CUMULATIVE ELIMINATION PERIOD]

- A. Interruption of an Insured Person's Elimination Period is limited to [one work day] or the number of sick leave days left (whichever is greater) without starting a new Elimination Period, so long as the days of Disability are:
1. due to the same or a related condition and
 2. occur within a [two-day] period or are equivalent to [twice] the number of remaining sick leave days that are left, whichever is greater.]

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X. RECURRENT DISABILITY

- A. If an Insured Person returns to work for the Employer from a Disability for which benefits were payable under the Group Policy and then becomes Disabled again due to the same or related cause, the Insurer will treat the separate periods of Disability as one period of continuous Disability, provided the Insured Person is continuously insured under the Group Policy during the period of recovery and the period of recovery does not exceed [14] days. Benefits resume on the date the Disability recurs.
- B. If an Insured Person returns to work for the Employer from a Disability covered under the Group Policy and then becomes Disabled again due to an unrelated cause, the Insurer will treat the subsequent Disability as a new claim, subject to all of the terms of the Group Policy.
- C. If an Insured Person returns to work for the Employer from a Disability covered under the Group Policy and then becomes Disabled again more than [14] days after returning to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Group Policy.
- D. For the purposes of this provision, if the Insured Person's occupation with the Employer does not allow him or her to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled

employment break, the Insurer will consider the Insured Person to have returned to work if he or she would have been able to return to work had work been regularly scheduled.

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XI. WHEN STD BENEFITS END

- A. An Insured Person's STD Benefits end automatically on the earliest of the following:
1. The date he or she is no longer Disabled;
 2. The date his or her Maximum Benefit Period ends;
 3. The date that group long term disability benefits become payable to him or her;
 4. The date he or she dies;
 5. The date he or she becomes eligible for coverage under any other group STD plan obtained through employment;
 6. The date he or she fails to provide satisfactory objective medical evidence of continued Disability;
 7. The date he or she fails to comply with the Insurer's request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of the Insurer's choice;
 8. The date he or she refuses to accept an accommodated position in his or her Own Occupation, offered by the Employer, which the Insured Person is able to perform;
 9. The date at which he or she has resided outside of the United States or Canada for 6 months;
 10. The date he or she is confined in a penal or correctional institution or under house arrest;
 11. The date he or she fails to comply with any requirements set forth in the "Responsibilities of Disabled Insured Persons" section.
 - [12. The date he or she is able to work [and earn [80%] of his or her Predisability Earnings but chooses not to.]]

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XII. PREDISABILITY EARNINGS

- A. **Predisability Earnings** means an Insured Person's earnings in effect on his or her last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Group Policy, any subsequent change in an Insured Person's earnings will not affect his or her Predisability Earnings.
- B. Methods of Calculating Predisability Earnings
1. Salaried Employees. Weekly Predisability Earnings are equal to the Insured Person's annual Predisability Earnings divided by fifty-two. Monthly Predisability Earnings are equal to the Insured Person's annual Predisability Earnings divided by twelve.
 - [2. Hourly Employees.
 - a) Weekly Calculation. If the Insured Person is paid hourly, Weekly Predisability Earnings will be based on hourly pay rate multiplied by the number of hours the Insured Person is regularly scheduled to work per week, not to exceed [40] hours. If he or she does not have regular work hours, Weekly Predisability Earnings are based on the average number of hours he or she worked per week during the preceding [12 calendar months] (or during the period of employment if less than 12 months), not to exceed [40] hours.
 - b) Monthly Calculation. If the Insured Person is paid hourly, Monthly Predisability Earnings will be based on hourly pay rate multiplied by the number of hours the Insured Person is regularly scheduled to work per month, not to exceed [173] hours. If he or she does not have regular work hours, **Monthly Predisability Earnings** are based on the average number of hours he or she worked per

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month during the preceding [12 calendar months] (or during the period of employment if less than 12 months), not to exceed [173] hours.

C. Predisability Earnings includes the following:

1. base rate of pay;
- [2. commissions averaged over the preceding [24 month] period or over the period of the Insured Person's employment if less than [24 months];]
- [3. bonuses averaged over the preceding [36 month] period or over the period of the Insured Person's employment if less than [36 months];]
- [4. overtime pay;]
- [5. pay for extracurricular activities;]
- [6. longevity pay;]
- [7. extra duty pay;]
- [8. supplemental pay;]
- [9. shift differential;]
- [10. the Employer's contributions to the Insured Person's health insurance premium;]
- [11. the Employer's contributions to a Tax Sheltered Annuity (TSA);]
- [12. contributions the Insured Person makes through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or
 - b) an executive nonqualified deferred compensation arrangement;]
- [13. amounts contributed by the Insured Person to his or her fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;]
- [14. the Employer's contributions on the Insured Person's behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;]
- [15. any other extra compensation.]

D. Predisability Earnings does not include the following:

- [1. commissions;]
- [2. bonuses;]
- [3. overtime pay;]
- [4. pay for extracurricular activities;]
- [5. longevity pay;]
- [6. extra duty pay;]
- [7. supplemental pay;]
- [8. shift differential;]
- [9. the Employer's contributions to the Insured Person's health insurance premium;]
- [10. the Employer's contributions to a Tax Sheltered Annuity (TSA);]
- [11. contributions the Insured Person makes through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or
 - b) an executive nonqualified deferred compensation arrangement;]
- [12. amounts contributed by the Insured Person to his or her fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;]
- [13. the Employer's contributions on the Insured Person's behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;]
- [14. any other extra compensation.]

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XIII. STD BENEFIT CALCULATION

A. An Insured Person's STD Benefit is calculated as follows:

<<Contract Day Calculation (12 months following by standard weekly or monthly calculations thereafter)>>

[1. [For the first 12 months of Disability following the Elimination Period, the STD Benefit will be determined as follows:

- a) Divide annual Predisability Earnings by the number of scheduled work days in the Insured Person's contracted work year to determine daily Predisability Earnings.
- b) Multiply daily Predisability Earnings by the STD Benefit Percentage to determine daily Gross STD Benefit.
- c) The daily STD Benefit is calculated as follows: $(A \div B) \times C$, up to 80% of daily Predisability Earnings], where:
A = daily Predisability Earnings minus Work Earnings.
B = daily Predisability Earnings.
C = daily Gross LTD Benefit minus Deductible Income (exclusive of Work Earnings).]
- d) Subtract Deductible Income from the daily Gross STD Benefit to determine the daily STD Benefit.
- e) Multiply the daily STD Benefit by the number of scheduled work days of the week that the Insured Person is unable to work due to Disability to determine the STD Benefit for that week.
- f) The Insurer will not pay STD Benefits for days an Insured Person is not ordinarily scheduled to work.]

2. After the first 12 months of disability following the Elimination Period the STD Benefit will be determined as follows.

<<standard weekly calculation after 12 months of CD>>

- a) Divide annual Predisability Earnings by 52 to determine the Insured Person's weekly Predisability Earnings.
- b) Multiply weekly Predisability Earnings by the STD Benefit Percentage to determine the weekly Gross STD Benefit.
- c) The STD Benefit is calculated as follows: $(A \div B) \times C$, up to 80% of Predisability Earnings], where:
A = weekly Predisability Earnings minus Work Earnings.
B = weekly Predisability Earnings.
C = weekly Gross STD Benefit minus Deductible Income (exclusive of Work Earnings).

[d) Subtract Deductible Income from the weekly Gross STD Benefit to determine the STD Benefit.]]

<<standard monthly calculation after 12 months of CD>>

- e) Divide annual Predisability Earnings by 12 to determine the Insured Person's monthly Predisability Earnings.
- f) Multiply monthly Predisability Earnings by the STD Benefit Percentage to determine the monthly Gross STD Benefit.
- g) The STD Benefit is calculated as follows: $(A \div B) \times C$, up to 80% of Predisability Earnings], where:
A = monthly Predisability Earnings minus Work Earnings.
B = monthly Predisability Earnings.
C = monthly Gross STD Benefit minus Deductible Income (exclusive of Work Earnings).

[h) Subtract Deductible Income from the monthly Gross STD Benefit to determine the STD Benefit.]]]

<<Straight Contract day for duration of benefits>>

[3. After the Elimination Period, the STD Benefit will be determined as follows:

- a) Divide annual Predisability Earnings by the number of scheduled work days in the Insured Person's contracted work year to determine daily Predisability Earnings.
- b) Multiply daily Predisability Earnings by the STD Benefit Percentage to determine daily Gross STD Benefit.
- c) The daily STD Benefit is calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$, up to 80% of daily Predisability Earnings], where:
 A = daily Predisability Earnings minus Work Earnings.
 B = daily Predisability Earnings.
 C = daily Gross LTD Benefit minus Deductible Income (exclusive of Work Earnings).]
- d) Subtract Deductible Income from the daily Gross STD Benefit to determine the STD Benefit.]
- e) Multiply the daily STD Benefit by the number of scheduled work days of the week that the Insured Person is unable to work due to Disability to determine the STD Benefit for that week.]
- f) The Insurer will not pay STD Benefits for days that an Insured Person is not ordinarily scheduled to work.]

<<Standard Weekly Calculation>>

4. The **Gross STD Benefit** is equal to the lesser of the following:
 - a) weekly Predisability Earnings times the STD Benefit Percentage;
 - b) the Gross STD Benefit (Flat Amount) stated in the "Schedule of Benefits";]
 - c) the Maximum Weekly Benefit.
5. The **STD Benefit** [is equal to weekly Gross STD Benefit minus Deductible Income [(subject to the Minimum Weekly Benefit)].][is calculated as follows[(subject to the Minimum Weekly Benefit): $(A \div B) \times C$, up to 80% of weekly Predisability Earnings], where:
 A = weekly Predisability Earnings minus Work Earnings.
 B = weekly Predisability Earnings.
 C = weekly Gross STD Benefit minus Deductible Income (exclusive of Work Earnings).]

<<Standard Monthly Calculation>>

6. The **Gross STD Benefit** is equal to the lesser of the following:
 - a) monthly Predisability Earnings times the STD Benefit Percentage;
 - b) the Gross STD Benefit (Flat Amount) stated in the "Schedule of Benefits";]
 - c) the Maximum Monthly Benefit.
7. The **STD Benefit** [is equal to the monthly Gross STD Benefit minus Deductible Income [(subject to the Minimum Monthly Benefit)].][is calculated as follows [(subject to the Minimum Monthly Benefit): $(A \div B) \times C$, up to 80% of monthly Predisability Earnings], where:
 A = monthly Predisability Earnings minus Work Earnings.
 B = monthly Predisability Earnings.
 C = monthly Gross STD Benefit minus Deductible Income (exclusive of Work Earnings).]

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XIV. DEDUCTIBLE INCOME

- A. The Gross STD Benefit will always be reduced by Deductible Income which is available to the Insured Person or which he or she is eligible to receive as a result of Disability, whether or not he or she applies for and

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receives such payments or benefits[, with the exception of [IPERS/NSERS/ISTRF/PERF]]. The Deductible Income that the Insurer will subtract from the Gross STD Benefit is listed below.

- B. To receive the full measure of income under the Group Policy, the Insured Person must apply for all Deductible Income for which he or she may be eligible[, with the exception of [IPERS/NSERS/ISTRF/PERF]], as soon as he or she is entitled to such benefits. If the Insured Person does not apply for and actively pursue in good faith all Deductible Income for which he or she may be eligible, the Insurer may make its own conclusion as to whether the Insured Person is entitled to those benefits. If the Insurer reasonably and in good faith determines that the Insured Person is entitled to Deductible Income, the Insurer will estimate the amount of those benefits and reduce the Gross STD Benefit by that estimated amount as of the date on which it deems the Insured Person was eligible to receive Deductible Income. Integration of the estimated amount of Deductible Income that the Insurer has determined is available to the Insured Person will continue until the Insured Person provides the Insurer with proof that the Insured Person has filed the appropriate application(s) and continues to actively pursue Deductible Income.

Each Payment Period, the Insurer will determine the STD Benefit using the Deductible Income for the same Payment Period, even if the Insured Person receives the Deductible Income in another Payment Period.

- C. If the Insured Person is paid Deductible Income in a lump sum, the Insurer will use the period of time to which the Deductible Income applies. If no period of time is stated, the Insurer will make a reasonable estimate.
- D. The Insurer will not estimate the amount of Deductible Income nor reduce the Gross STD Benefit by any amounts for which applications or administrative appeals for Deductible Income are pending, provided that the Insured Person:
1. applies for in good faith and pursues to the Insurer's satisfaction all Deductible Income for which the Insurer determines the Insured Person might be eligible;
 2. designates, at the Insurer's request, an agent endorsed by the Insurer as the Insured Person's representative in the application process and cooperate with that representative at all stages of the application process;
 3. keeps the Insurer informed on a timely basis of the status of all applications for Deductible Income;
 4. signs a Reimbursement Agreement; and
 5. pursues administrative appeals of Deductible Income denials.
- E. **Deductible Income** includes the following:

[1. Sick pay (including donated amounts and paid time off);]

[1. Any excess of Sick pay (including donated amounts and paid time off) plus the STD Benefit over 100% of Predisability Earnings immediately prior to the onset of Disability.]

[1. Sick pay (including donated amounts and paid time off) as follows: If the Insured Person has satisfied the Elimination Period and has accumulated sick pay in excess of the number of days specified in the Elimination Period, he or she may elect to receive either:

- a) full STD Benefits under the Group Policy; or
- b) that portion of sick leave from the Employer which, when added to a portion of the STD Benefit, will equal but not exceed 100% of Predisability Earnings immediately prior to the onset of Disability[, up to a maximum of 120 days]. [Excess sick leave will be banked for future use.] Any excess of sick pay paid plus STD Benefit over 100% of Predisability Earnings will be included in Deductible Income.]

[2. Annual or personal leave pay, severance pay, or other salary continuation, payable to the Insured Person by the Employer [after [6] months from the date of Disability];

[3. Work Earnings;]

[3. [Fifty] percent of Work Earnings;]

[3. (*Work Earnings are offset as provided in the “STD Benefit Calculation” section*);]

4. Any amount the Insured Person receives or is eligible to receive because of Disability under any of the following:

- a) a Workers’ Compensation Law to the extent the Insurer, at its discretion, determines that these amounts are of the general character as payments provided under the Group Policy for Disability;
- b) the Jones Act;
- c) Maritime Doctrine of Maintenance, Wages or Cure;
- d) Longshoremen’s and Harbor Worker’s Act;
- e) any similar act or law;

[5. The amount that the Insured Person, his or her Spouse and children receive or are eligible to receive because of the Insured Person’s Disability, or retirement benefits under:

- a) the United States Social Security Act[, however, during the first 12 months in which the Insured Person is eligible to receive Social Security disability payments, only 50% of such payments will be counted as Deductible Income];
- b) the Canada Pension Plan;
- c) the Quebec Pension Plan;
- d) the Railroad Retirement Act; or
- e) any similar Plan or Act;

Benefits the Insured Person’s Spouse or child receive, or are eligible to receive, because of the Insured Person’s Disability are Deductible Income regardless of the marital status, custody, or place of residence;]

[5. The amount that the Insured Person receives or is eligible to receive because of his or her Disability, or retirement benefits, under:

- a) the United States Social Security Act[. However, during the first [12 months] in which the Insured Person is eligible to receive Social Security disability payments, only [50%] of such payments will be counted as Deductible Income];
- b) the Canada Pension Plan;
- c) the Quebec Pension Plan;
- d) the Railroad Retirement Act; or
- e) any similar Plan or Act;]

[6. Any amount the Insured Person receives or is eligible to receive because of his or her Disability under any state disability income benefit law or similar law;]

[7. Except as specifically excluded below, any amount the Insured Person receives or is eligible to receive because of Disability under automobile insurance or any group insurance coverage;]

[8. Retirement plans

- a) Any disability or retirement benefits the Insured Person receives or is eligible to receive because of disability under the Employer’s retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;

- b) If any of these plans has two or more payment options, the option which comes closest to providing the Insured Person a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
 - c) The Insured Person's and Employer's contributions will be considered as distributed simultaneously throughout the Insured Person's lifetime, regardless of how funds are distributed from the retirement plan;]
- [9. Any amount the Insured Person receives or is eligible to receive under any unemployment compensation law or similar act or law;]
10. Any amount the Insured Person receives or is eligible to receive from or on behalf of a third party because of the Insured Person's Disability, whether by judgment, settlement or other method. If the Insured Person notifies the Insurer before filing suit or settling his or her claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of the Insured Person's costs of recovery, including reasonable attorney fees;
10. [Any amount the Insured Person receives by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;]
11. [Any amount the Insured Person receives under any "no fault" motor vehicle plan.]

F. Deductible Income does not include the following:

- [1. Any cost of living increases in any Deductible Income other than Work Earnings, if the increase becomes effective while the Insured Person is Disabled and while he or she is eligible for the Deductible Income.]
- [2. Any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after STD Benefit payments begin;]
- [3. Fifty percent of any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after STD Benefit payments begin;]
- [4. Any increase in benefits under Worker's Compensation or any Occupational Disease Act or Law made after STD Benefit payments begin;]
- [5. Reimbursement for hospital, medical or surgical expense;]
- [6. Reasonable attorneys' fees incurred in connection with a claim for Deductible Income;]
- [7. Benefits from any individual disability insurance policy;]
- [8. Early retirement benefits under the Federal Social Security Act which are not received;]
- [9. Group credit or mortgage disability insurance benefits;]
- [10. Accelerated benefits paid under a life insurance policy;]
- [11. Under the Employer's retirement plan, any amount the Insured Person could have received upon termination of employment without being disabled or retired;]
- [12. Benefits from the following:
 - [a) Profit sharing plan;]
 - [b) Thrift or savings plan;]
 - [c) Deferred compensation plan;]

- [d) Plan under IRC Section 401(k), 408(k), or 457;]
- [e) Individual Retirement Account (IRA);]
- [f) Tax Sheltered Annuity (TSA) under IRC Section 403(b);]
- [g) Stock ownership plan;]
- [h) Keogh (HR-10) plan;]
- [i) Retirement plan under a professional service corporation with respect to principals.]]

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XV. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

- A. During each period of continuous Disability, the Insurer will pay STD Benefits according to the terms of the Employer's coverage under the Group Policy in effect on the date the Insured Person becomes Disabled. The Insured Person's right to receive STD Benefits will not be affected by:
1. any amendment to the Group Policy or the Employer's coverage under the Group Policy that is effective after the Insured Person becomes Disabled.
 2. termination of the Group Policy or the Employer's coverage under the Group Policy after the Insured Person becomes Disabled.

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XVI. EFFECT OF NEW DISABILITY

- A. If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while the Insured Person remains Disabled, subject to the following:
1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period;
 2. The "Exclusions" and "Limitations" sections will apply to the new cause of Disability.

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XVII. EXCLUSIONS

- A. War. An Insured Person is not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties, or acts of terrorism.
- B. Criminal Conduct. An Insured Person is not covered for a Disability caused or contributed to by his or her commission of, or attempt to commit, an assault, battery, or any other crime. An Insured Person is not covered for a Disability caused as a result of engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
- C. Military Leave. An Insured Person is not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.
- D. Imprisonment. No STD Benefits will be paid for any period of Disability when an Insured Person is, for any reason, confined in a penal or correctional institution or under house arrest.
- E. Intentionally Self-Inflicted Injury-Suicide. An Insured Person is not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.

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[F. Pre-existing Condition.

- [1. An Insured Person is not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless:
 - a) the Insured Person has not received treatment for the Pre-existing Condition for [6] consecutive months from the effective date of the insurance][, or]
 - b) the Insured Person has been continuously insured under the Group Policy for at least [12 months] and has been Actively at Work for at least [one full day] after the end of the [12 months].]
- [1. An Insured Person is not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless he or she has been continuously insured under the Group Policy for at least [12 months] and have been Actively at Work for at least [one full day] after the end of that [12 months].]
2. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which the Insured Person has consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the [3 month] period just before the effective date of the Insured Person's insurance under the Group Policy.]

[G. Elective Surgery

1. An Insured Person is not covered for a Disability caused or contributed to by any surgery or other procedure which:
 - a) is not medically necessary; or
 - b) does not promote the proper function of the Insured Person's body or prevent or treat Physical Disease or Injury; or
 - c) is directed at improving the Insured Person's appearance, unless such surgery or procedure is necessary to correct a deformity resulting from a congenital abnormality or a disfiguring Physical Disease or Injury.]

[H. Failure to be Under the Regular Care of a Physician.

1. An Insured Person is not covered for a Disability when not under the Regular Care of a Physician in the appropriate specialty, as determined by the Insurer, providing appropriate treatment in accordance with the Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder that caused the Disability.
2. An Insured Person is not covered for a Disability that has not been diagnosed by his or her attending Physician. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his or her opinion as to why the Insured Person is not able to perform the Material Duties of his or her occupation.]

[I. Failure of Obligations. An Insured Person is not covered for a Disability when he or she fails to satisfy his or her obligations as required under this Policy.]

[J. Occupational Disability. [An Insured Person is not covered for a Disability arising out of or in the course of any employment for wage or profit.] [An Insured Person is not covered for any Disability for which Worker's Compensation benefits are payable.]]

[K. Motor-driven Vehicle. An Insured Person is not covered for a Disability caused or contributed to by riding in or driving any motor-driven vehicle in a race, stunt show, or speed test; or while testing any vehicle on any racecourse or speedway.]

[L. Sporting Event. An Insured Person is not covered for a Disability that occurs as a result of participating in any sporting event for pay or prize money.]

[M. Aircraft. An Insured Person is not covered for a Disability that occurs as a result of operating, learning to operate, serving as a crew member on, or jumping from or falling from any aircraft including those which are not motor-driven.]

[N. Poison - Gas. An Insured Person is not covered for a Disability caused or contributed to by his or her voluntary taking of poison or inhaling of gas.]

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XVIII. LIMITATIONS

[A. Foreign Residency. Payment of STD Benefits is limited to [6 months] for each period of continuous Disability while the Insured Person resides outside of the United States or Canada.]

[B. Payment Limit. In no event will the STD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event the Insured Person's STD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the STD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings.]

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XIX. RESPONSIBILITIES OF DISABLED INSURED PERSONS

A. An Insured Person's Obligations During A Period Of Disability

1. An Insured Person must make a good faith effort to recover from, or reduce the severity of, his or her Disability and the resulting loss of income, or benefits will be forfeited. The Group Policy requires the Insured Person to take a variety of actions in this regard, including, but not limited to, the following:
 - [a) The Insured Person must accept any position within a broad definition of Own Occupation that he or she can perform, and which the Employer or another employer makes available regardless of whether the compensation for such work is less than the Insured Person's Predisability Earnings. The income earned will be treated as Work Earnings.]
 - b) The Insured Person must arrange for and use the Regular Care of a Physician. In addition, he or she must pursue any reasonable medical procedure or treatment that would likely improve his or her condition or end his or her Disability, and that does not pose unreasonable risks.
 - c) The Insured Person must submit periodic evidence from his or her Physician that substantiates, to the Insurer's satisfaction, that the Insured Person remains Disabled. This required evidence includes, but is not limited to, objective medical and/or psychiatric evidence from a Physician that confirms the Insured Person's Disability. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his/her opinion as to why the Insured Person is not able to perform the Material Duties of his or her Own Occupation or Any Occupation. The Insured Person must obtain and provide this information at his or her own expense.
 - d) Where they exist, the Insured Person must engage in appropriate medical and/or occupational rehabilitation programs that are reasonably expected to enable the Insured Person to return to work. The Insured Person must notify the Insurer when he or she participates in such a program.

- e) The Insured Person must appeal denials of Deductible Income and actively pursue such appeals in good faith.
 - f) The Insured Person must promptly provide the Insurer with all information that the Insurer reasonably decides is necessary to verify and administer the Insured Person's claim for benefits.
2. Return to Work Responsibility. No benefits will be payable and the Insured Person's claim will end if he or she is able to work in his or her Own Occupation but chooses not to.
 3. Duty to Furnish Information. To receive benefits under the Group Policy, an Insured Person must authorize and direct medical care providers and sources of earnings or Deductible Income to provide the Insurer with all information and records that the Insurer reasonably determines to be relevant to the determination of benefits or eligibility for benefits. The Insurer does not pay fees charged for submitting this information. Any such costs will be the responsibility of the Insured Person.
- B. Insurer's Right to Examine. The Insurer may require the Insured Person to be examined by a Physician, other medical practitioner and/or vocational expert of the Insurer's choice, in addition to the Insured Person's obligation to be under the Regular Care of a Physician as specified above. In such case, the Insurer will pay for the additional examination. The Insured Person must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. The Insurer can require an examination as often as it is reasonable to do so. The Insurer may also require the Insured Person to be interviewed by an authorized representative of the Insurer.
- C. Insured Person's Failure to Comply
1. The Insurer has the right to suspend benefits during any portion of a Disability in which the Insured Person fails to comply with any of the requirements set forth in this Policy.
 2. The Insurer has the further right to terminate irrevocably all further benefits under the Group Policy when benefits have been suspended for a period of [6] consecutive months due to an Insured Person's failure to comply with any of the requirements of the Group Policy.

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XX. CLAIMS

- A. Notice of Claim
1. Written notice of claim should be given to the Insurer within [30 days of the date the Elimination Period ends], if that is possible. If that is not possible, the Insured Person must notify the Insurer as soon as it is reasonably possible to do so.
 2. When the Insurer receives a written notice of claim, the Insurer will send the Insured Person its claim forms for filing Proof of Loss. If the Insured Person does not receive the forms within [15 days after written notice of claim is sent], the Insured Person can send the Insurer written Proof of Loss without waiting for the forms.
- B. Proof of Loss
1. **Proof of Loss** means all the information necessary to determine that a loss occurred:
 - a) for which the Group Policy provides benefits; and
 - b) which is not subject to any exclusions; and
 - c) which meets all other conditions for benefits.
 2. Written Proof of Loss must be furnished to the Insurer at its home office no later than [90 days] after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as

soon as reasonably possible, but not later than [one year following the end of the 90 day period]. These limits will not apply while an Insured Person lacks legal capacity.

3. Any items an Insurer may reasonably require in support of a claim, such as completed claims statements and a signed authorization for the Insurer to obtain information including tax information, must be submitted at the Insured Person's expense. If the required documentation is not provided within [60 days after the Insurer mails its request], the Insured Person's claim may be denied. No benefits will be paid until the Insured receives satisfactory Proof of Loss.

C. Investigation of Claim

1. The Insurer may investigate a claim at any time.
2. At the Insurer's expense, the Insurer may have the Insured Person examined at reasonable intervals by specialists of the Insurer's choice. The Insurer may deny or suspend benefits if the Insured Person fails to attend an examination or cooperate with the examiner.

D. Payment of Claims

1. The Insurer will pay STD Benefits within [30 days after receiving satisfactory Proof of Loss], but not before satisfaction of the Elimination Period.
2. Claim Payment Method. STD Benefit payments that the Insured Person qualifies for will be paid to the Insured Person as specified in the "Schedule of Benefits". Payments for partial weekly benefits will be pro-rated based on a [7] day week. Payments for partial monthly benefits will be pro-rated based on a [30] day month.
3. STD Benefits payable at the time of the Insured Person's death will be paid [to his or her estate.][to the person(s) receiving the "Survivor Benefit" if applicable. If no "Survivor Benefit" is paid, the unpaid STD Benefits will be paid to the Insured Person's estate.]

E. Notice of Adverse Decision on Claim

1. The Insurer will notify the Insured Person of an adverse benefit determination within a reasonable period of time, but not later than [45 days after receiving satisfactory Proof of Loss]. This period may be extended by the Insurer for up to [30 days], provided that the Insurer determines that such an extension is necessary due to matters beyond its control, and provided that the Insurer notifies the Insured Person prior to the end of the initial [45 day period], of the circumstances requiring the extension of time and the date by which the Insurer expects to render a decision.
2. If, prior to the end of the first [30 day extension period], the Insurer determines that, due to matters beyond its control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional [30 days], provided that the Insurer notifies the Insured Person prior to the expiration of the first [30 day extension period], of the circumstances requiring the extension and the date as of which the Insurer expects to render a decision.
3. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The Insured Person will be given at least [45 days] within which to provide the specified information.
4. If the Insurer denies any part of an Insured Person's claim, the Insured Person will receive a written notice of denial containing the following:
 - a) the reasons for the decision;
 - b) reference to the provisions of the Group Policy on which the decision is based;
 - c) a description of any additional information needed to support the Insured Person's claim;
 - d) information concerning the Insured Person's right to a review of the decision.

F. Review Procedure

1. If all or part of a claim is denied, the Insured Person may request a review. A request for a review must be in writing and received by the Insurer within [120] days after he or she receives notice of the denial.
2. The Insured Person may send the Insurer written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.
3. The Insurer will review the claim promptly after receiving the request. The Insurer will send the Insured Person a notice of its decision within [45 days after receiving the request], unless special circumstances require an extension. If the Insurer determines that an extension of time for processing is required, written notice of the extension will be furnished to the Insured Person prior to the expiration of the initial [45 day] period. In no event will such extension exceed a period of [60 days from the end of the initial period].

G. Assignment. The rights and benefits under the Group Policy are not assignable.

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XXI. RIGHT TO REIMBURSEMENT

- A. If the Insurer makes benefit payments to the Insured Person in excess of the amounts required by the provisions of this Group Policy or, if the Insured Person receives retroactive benefits from any Deductible Income source for periods of time during which the Insurer paid benefits to the Insured Person, the Insured Person must reimburse the Insurer for any such excess, duplicate, or erroneous payments.
- B. Before any STD Benefits are paid to the Insured Person, he or she must execute and deliver to the Insurer a Reimbursement Agreement, provided by the Insurer, setting forth specific terms of reimbursement.
- C. Upon request, the Insured Person must execute and deliver to the Insurer such documents as may be required, and do whatever else may be necessary, to secure the Insurer's rights to recover any excess, duplicate, or erroneous payments.
- D. The Insured Person must reimburse the Insurer in a satisfactory and timely manner for any payments made to which he or she was not entitled under the terms of the Group Policy. Such reimbursement will be due and payable immediately upon the Insurer's notification to the Insured Person. At the Insurer's option, subsequent payment of benefits or the refund of any premium owed to the Insured Person by the Insurer may be reduced or applied by the Insurer directly toward such reimbursement obligation. If the Insured Person delays in notifying the Insurer of the Insured Person's receipt of Deductible Income or in making reimbursement to the Insurer, the Insurer will have the right to charge interest at a reasonable rate on the delinquent amount.
- E. The Insurer's acceptance of premium or other fees, or providing or paying of benefits, does not constitute a waiver of the Insurer's rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to the Insurer at law or in equity.

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XXII. SUBROGATION

- A. If STD Benefits are paid or payable to the Insured Person under the Group Policy as the result of any act or omission of a third party, the Insurer will be subrogated to all rights of recovery the Insured Person may have in respect to such act or omission. The Insured Person must execute and deliver to the Insurer such instruments and papers as may be required and do whatever else is needed to secure such rights. The Insured Person must avoid doing anything that would prejudice the Insurer's rights of subrogation.

- B. If the Insured Person notifies the Insurer before filing suit or settling a claim against such third party, the amount to which the Insurer is subrogated will be reduced by a pro rata share of the Insured Person's costs of recovery, including reasonable attorney fees. If suit or action is filed, the Insurer may record a notice of payments of STD Benefits and such notice will constitute a lien on any judgment recovered.
- C. If the Insured Person or his or her legal representatives fail to bring suit or action promptly against such third party, the Insurer may institute such suit or action in its name or in the Insured Person's name. The Insurer is entitled to retain from any judgment recovered the amount of STD Benefits paid or to be paid to the Insured Person or on his or her behalf, together with the Insurer's costs of recovery, including attorney fees. The remainder of such recovery, if any, will be paid to the Insured Person or as the court may direct.

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XXIII. ALLOCATION OF AUTHORITY

- A. Except for those functions which the Group Policy specifically reserves to the Employer, the Insurer has full and exclusive authority to control and manage the Group Policy, to administer claims and to interpret the Group Policy and resolve all questions arising in the administration, interpretation and application of the Group Policy.
- B. The Insurer's authority includes, but is not limited to the following:
 - 1. the right to resolve all matters when a review has been requested;
 - 2. the right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
 - 3. the right to determine the following:
 - a) eligibility for insurance;
 - b) entitlement to benefits;
 - c) the amount of benefits payable;
 - d) the sufficiency and the amount of information the Insurer may reasonably require to determine a., b., or c., above.
- C. Subject to the review procedures of the Group Policy, any decision the Insurer makes in the exercise of its authority is conclusive and binding.

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XXIV. TIME LIMITS ON LEGAL ACTIONS

- A. No action at law or in equity may be brought until 60 days after the Insurer has received Proof of Loss. No such action may be brought more than three years after the earlier of the following:
 - 1. the date the Insurer receives Proof of Loss;
 - 2. the time within which Proof of Loss is required to be given.

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XXV. INCONTESTABILITY PROVISIONS

- A. Incontestability of Insurance
 - 1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
 - 2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
 - a) the insurance would not have been approved if the Insurer had known the truth; and

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- b) the Insurer has given the Insured Person or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
- 3. After insurance has been in effect for [two years], during the lifetime of the Insured Person, the Insurer will not use a misrepresentation as a basis for reducing or denying a claim, unless it was a fraudulent misrepresentation.

B. Incontestability of the Group Policy

- 1. Any statement made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.
- 2. No misrepresentation by the Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy unless:
 - a) the Group Policy would not have been issued if the Insurer had known the truth; and
 - b) the Insurer has given the Employer a copy of a written instrument signed by the Employer which contains the misrepresentation.
- 3. The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

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XXVI. CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

- 1. Clerical error by the Insurer, the Employer, or their respective employees or representatives will not:
 - a) cause a person to become insured under the Group Policy or a provision of it.
 - b) invalidate insurance otherwise validly in force.
 - c) continue insurance otherwise validly terminated.
 - d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
- 2. In the event that a clerical error results in an incorrect rate, the Insurer reserves the right to adjust the rate accordingly.

B. The payment of premium, by itself, will not obligate the Insurer to provide benefits to anyone who is not eligible for coverage under the Group Policy.

C. The Employer acts on its own behalf as the Insured Person's agent, and not as the Insurer's agent. The Insured Person's Employer has no authority to alter, expand or extend the Insurer's liability or to waive, modify or compromise any defense or right the Insurer may have under the Group Policy.

D. Misstatement of Age or Gender

- 1. If the age or gender, or both, of a person has been misstated, the Insurer will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - a) the amount of insurance based on the correct age and gender; and
 - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

[E. Misstatement of Tobacco Use

- 1. If a person's use of tobacco has been misstated, the Insurer has the following rights:
 - a) The right to make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - (1) the amount of insurance based on the correct tobacco use status; and
 - (2) the difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.

- b) The right to rescind that person's insurance subject to the "Incontestability Provisions" section. In such case, the Insurer will return the premium paid for a person's insurance.]

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XXVII.FRAUD

- [A. It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding the Insurer. An application for insurance or claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Group Policy and recovery of any amounts the Insurer has paid.]

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XXVIII. TERMINATION OR AMENDMENT OF THE GROUP POLICY

- A. The Group Policy may be terminated, changed or amended in whole or in part by the Insurer or the Employer according to the terms of the Group Policy. Any such change or amendment may apply to current or future Eligible Persons covered under the Group Policy or to any separate classes or categories thereof.
- B. The Insurer may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects the Insurer's obligations under the Group Policy, or with the Employer's consent.
- C. The Insurer may terminate the Policy on any Premium Due Date by giving the Employer not less than [60 days] advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Eligible Persons, at any time by giving the Insurer advanced written notice at least [60 days] prior to such termination. Insurance will terminate automatically for nonpayment of premium.
- D. Benefits are limited to the terms of the Group Policy, including any valid amendments. No change or amendment of the Employer's coverage will be valid unless it is approved in writing by one of the Insurer's executive officers and delivered to the Employer. The Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any terms or provisions thereof without the Insurer's signed, written approval.

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XXIX. EMPLOYER PROVISIONS

- A. The Group Policy is issued to the Employer. The Employer must apply for coverage under the Group Policy by submitting a completed Group Application and agreeing to pay premiums.
- B. Payment of Premiums
1. **Premium Due Date.** Premium is due on the [first] of the month to which coverage for such premium applies (e.g., premium for coverage in October would be due October [1st]).
 2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy.
 3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
 4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.

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5. Premium is due for an Insured Person for each month in which such employee is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. [Premium is due for the full month, regardless of when effective or termination dates occur within a month. The Insurer does not prorate premium.][Effective dates of coverage or termination dates which occur mid-month will be billed as follows:

- a) If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.
- b) If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.]

C. Changes in Premium Rates. Premium rates will not be changed during the initial rate guarantee period except if any of the following occur:

1. A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
2. Factors material to the underwriting risk the Insurer assumed under the Group Policy, including, but not limited to, the number of persons insured, age, Predisability Earnings, gender and occupational classification change significantly.
3. The premium contribution arrangement for insured employees is changed or varies from that provided for under the Group Policy when issued or last renewed.
4. Plan design changes are requested by the Employer.
5. The Insurer and the Employer mutually agree to change premium rates.

Thereafter, except as provided above, the Insurer may change premium rates upon [30] days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the initial rate guarantee period.

D. Premium Adjustments. Premium adjustments involving a return of unearned premiums to the Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.

E. Information Required from Employers

1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
 - a) At least one Census Report during each plan year, no later than [December 1st][three months prior to the next plan renewal date]. **Census Report** means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, annual Pre-disability Earnings as defined under the Group Policy and the amount of coverage.
 - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
 - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
 - d) Occupational information and any other information that may be required to manage a claim.
 - e) Notification of the Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
 - f) Notice of any additional eligible employee segment(s).
 - g) Any other information that may be reasonably required.

2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.

F. Grace Period and Termination for Nonpayment

1. If premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period.
2. Grace Period means the [31/60] days following the Premium Due Date.
3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
4. The Employer is liable for premium for coverage during the Grace Period. The Insurer may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

G. Termination for Other Reasons

1. The Employer may terminate the Group Policy by giving the Insurer at least [30] days written notice. The effective date of termination will be the later of:
 - a) The date stated in the notice; or
 - b) The Premium Due Date immediately following the Insurer's receipt of the written notice.
2. The Insurer may terminate the Group Policy as follows:
 - a) On any Premium Due Date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage shown in the Employer's Policy.
 - b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
 - c) On any Premium Due Date by giving the Employer at least [30/60] days advance written notice.
 - d) On the date the Employer breaches any part of the Entire Contract.

H. Certificates. The Insurer will prepare Group Short Term Disability Certificates of Coverage setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Person's in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate of Coverage differ from the terms of the Group Policy, the latter will govern.

I. Agency and Release. Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Standard Security Life Insurance Company. The Employer and such individuals have no authority to alter, expand or extend the Insurer's liability or to waive, modify or compromise any defense or right the Insurer may have under the Group Policy. The Employer hereby releases, holds harmless and indemnifies Standard Security Life Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of the Employer, or any of its respective representatives, agents or employees.]

- J. Notice of Suit. The Employer shall promptly give the Insurer written notice of any lawsuit or other legal proceedings arising under the Group Policy.
- K. Entire Contract and Changes
1. The Group Policy, the Group Short Term Disability Insurance Certificate of Coverage, the applications of the Employer and employees and any applicable riders, addenda and/or amendments constitute the Entire Contract.
 2. The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any provisions thereof.
- L. Effect on Workers' Compensation, State Disability Insurance. The coverage provided under the Group Policy is not a substitute for coverage under a Workers' Compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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[XXX. REASONABLE ACCOMMODATION EXPENSE BENEFIT

- A. If an Insured Person returns to work in Any Occupation for any employer (but not including self-employment) as a result of a reasonable accommodation made by such employer, the Insurer will pay the employer a Reasonable Accommodation Expense Benefit of up to [\$600], but not to exceed the expenses incurred. Any Occupation means any job for which the Insured Person is qualified by education, training, or experience regardless of whether he or she is working in that or another occupation.
- B. The Reasonable Accommodation Expense Benefit is payable only if:
1. the reasonable accommodation is approved by the Insurer in writing prior to its implementation; and
 2. the reasonable accommodation meets the federal standards of a reasonable accommodation under the Americans With Disabilities Act of 1991, as amended.]

SSL-GSDI-P6200-(05/08)-NT

[XXXI. SURVIVOR BENEFIT

- A. If the Insured Person dies while STD Benefits are payable[, and on the date of death he or she has been continuously Disabled for at least [180] days], the Insurer will pay a Survivor Benefit as follows:
1. The Survivor Benefit is a lump sum equal to [3] times the amount of [the Insured Person's Last Gross STD Benefit].
 2. For the purpose of this Survivor Benefit, the Insured Person's Last Gross STD Benefit means his or her annual Predisability Earnings in effect at the time of death divided by [52/12], then multiplied by the STD Benefit Percentage, not to exceed the Maximum [Weekly][Monthly] Benefit. This definition of Last Gross STD Benefit shall apply to this Survivor Benefit regardless of the method used to calculate the STD Benefit immediately prior to the Insured Person's death.
 3. The Survivor Benefit will first be applied to reduce any overpayment of the Insured Person's claim.
 4. The Survivor Benefit will be paid at the Insurer's option to any one of the following:
 - a) The Insured Person's surviving Spouse;
 - b) The Insured Person's surviving unmarried children, including adopted children, under age [25];

- c) The Insured Person's surviving Spouse's unmarried children, including adopted children, under age [25][;
- d) The Insured Person's estate].

[5. No Survivor Benefit will be paid if the Insured Person is not survived by any person listed in 3a., b., or c. above.]]

SSL-GSDI-P6800-(05/08)-NT

**[AMENDMENT [1]
TO THE GROUP SHORT TERM
DISABILITY INSURANCE POLICY**

A. This Amendment number [1] effective on [amendment1date] amends certain provisions of the Group Short Term Disability Insurance Policy as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Group Policy, unless otherwise stated herein.

- [1. Information related to any special agreements not addressed in the policy or certificate will be referenced here. For example, if we allow a group to submit reports in lieu of paper applications it will be noted on this amendment.]]

SSL-GSDI-P7000-(05/08)-NT

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

P.O. Box 5008, Madison, WI 53705

Return application to:
[National Insurance Services
250 Executive Drive
Brookfield, WI 53005-4273
Attention: Billing Dept.]

Check appropriate box(es):	<input type="checkbox"/> Life: \$ _____	Reason for Application:	<input type="checkbox"/> New Hire	<input type="checkbox"/> Late Enrollee
<input type="checkbox"/> Long Term Disability	<input type="checkbox"/> Supp. Life: \$ _____	<input type="checkbox"/> Increase in Coverage	<input type="checkbox"/> Applying for coverage over GI amount	
<input type="checkbox"/> Short Term Disability	<input type="checkbox"/> Vol. Life: \$ _____	<input type="checkbox"/> Adding Dependent(s)	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Supplemental/Voluntary STD/LTD	<input type="checkbox"/> Dependent Coverage: _____	<input type="checkbox"/> Other: _____		

EVIDENCE OF INSURABILITY

(A separate Evidence of Insurability form must be completed for each individual seeking coverage)

Applicant's Name: Last First Middle Initial	Date of Birth	Age	Height	Weight	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Already Enrolled? <input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant's Home Address (Street, City, State, Zip)	Applicant's Daytime Telephone #		Applicant's Social Security #			
Applicant's Current Physician's Name & Address		Date Last Visited	Reason for Visit			
Name of Employee Member if different than Applicant		Name & Address of Member's Employer				
Member's Job Title	Member's Date of Hire	# of Hours Member works per week	Member's Annual Salary			

HEALTH QUESTIONS – Circle all applicable disorders. Give details below. Use second page if necessary.

I. Are you currently pregnant? ☐ Yes ☐ No
If yes, expected due date: _____

II. During the past 5 years have you been diagnosed, been treated by a doctor or had reason to suspect you've had any of the following conditions or procedures:

A. HEART

- Heart ailment? ☐ Yes ☐ No
- Chest pain, angina or shortness of breath? ☐ Yes ☐ No
- Irregular heart beat or heart murmur? ☐ Yes ☐ No
- Rheumatic fever? ☐ Yes ☐ No
- Disease or abnormality of heart muscle, nerves or vessels? ☐ Yes ☐ No
- Stress test; electrocardiogram or echocardiogram? ☐ Yes ☐ No

B. TUMORS/CYSTS

- Cancer of any type, past or present? ☐ Yes ☐ No
- Tumors, cysts, or polyps? ☐ Yes ☐ No

C. BLOOD AND URINE

- High or low blood pressure or hypertension? ☐ Yes ☐ No
- Diabetes, high or low blood sugar? ☐ Yes ☐ No
- Disorder of kidneys or bladder or kidney stones? ☐ Yes ☐ No
- Venereal disease, syphilis, gonorrhea, genital warts or genital herpes? ☐ Yes ☐ No
- Protein, blood or sugar in urine? ☐ Yes ☐ No
- Night sweats, persistent swollen glands or diarrhea? ☐ Yes ☐ No

D. PAIN OR DISCOMFORT

- Arthritis, bursitis or gout? ☐ Yes ☐ No
- Recurrent back pain or slipped disk? ☐ Yes ☐ No
- Disorder of the back, neck or spine? ☐ Yes ☐ No
- Disorder of the muscles, bones or joints? ☐ Yes ☐ No
- Temporomandibular joint (TMJ)? ☐ Yes ☐ No
- Recurrent abdominal pain? ☐ Yes ☐ No

E. OTHER

- Stroke, seizure, disorder or epilepsy? ☐ Yes ☐ No
- Migraine or persistent headaches? ☐ Yes ☐ No
- Nervous/mental disorder, depression, anxiety? ☐ Yes ☐ No
- Dizziness or paralysis? ☐ Yes ☐ No
- Asthma, emphysema, breathing or lung disorder? ☐ Yes ☐ No
- Indigestion, ulcers or irritable bowel? ☐ Yes ☐ No
- Symptoms of chronic fatigue? ☐ Yes ☐ No

III. Have you in the past 5 years had a disease or disorder of the:

- Brain or nervous system? ☐ Yes ☐ No
- Eyes, ears, nose or throat? ☐ Yes ☐ No
- Skin or lymph nodes? ☐ Yes ☐ No
- Prostate, ovaries or uterus? ☐ Yes ☐ No
- Stomach, intestine, gallbladder or liver? ☐ Yes ☐ No
- Thyroid, spleen or any gland? ☐ Yes ☐ No

IV. Have you been diagnosed by a member of the medical profession as having:

- Acquired Immune Deficiency Syndrome (AIDS)? ☐ Yes ☐ No
- Aids Related Complex (ARC)? ☐ Yes ☐ No

V. Have you sought or received advice in the past 5 years for the use of alcohol or other chemicals or drugs? ☐ Yes ☐ No

VI. Please list all prescribed and unprescribed medications you currently take: _____

VII. Have you in the past 5 years:

- Scheduled or undergone any surgery? ☐ Yes ☐ No
- Been treated or evaluated in a hospital or medical or psychiatric facility? ☐ Yes ☐ No
- Sustained illness requiring medical care or hospitalization? ☐ Yes ☐ No

VIII. Have you used tobacco of any kind during the last 12 months? ☐ Yes ☐ No

If you answer "yes" to any of the above questions, please explain below. Use next page if necessary.

DATE	CONDITION	DOCTOR AND ADDRESS	RESULT

If necessary, please use this space to provide additional information.

ACKNOWLEDGEMENTS AND AUTHORIZATIONS

I understand that all statements and answers I have given are to be relied upon and form the basis of any coverage issued to me and/or my dependents under the group policy(ies). I understand that any misstatements or failure to report information, which is material to the issuance of coverage, may be used as a basis for rescission of my insurance and/or denial of payment of a claim. I agree to notify Standard Security Life Insurance Company of any change in my medical condition while my enrollment application is pending. I agree that if my application is approved by Standard Security Life, the effective date of any coverage will be determined in accordance with the terms of the group policy(ies), including any actively at work requirement.

I agree on behalf of myself and my dependents named herein, if any, to cooperate in providing Standard Security Life with information needed to process this Evidence of Insurability form. This may include signing forms for the release by hospitals, doctors and other health care providers of pertinent patient records to Standard Security Life, the Medical Information Bureau, or their legal representatives.

I acknowledge this Evidence of Insurability form, when approved, and any endorsement, amendment or rider hereto will be made part of the contract(s) applied for.

I understand that an insurance agent or broker, or persons other than officers of Standard Security Life, cannot modify, waive or change this application, any requirements imposed by Standard Security Life, nor bind coverage or guarantee approval of this application. No person, except an officer of Standard Security Life, is authorized to vary or modify a contract.

I hereby authorize any licensed physician, medical practitioner, hospital, clinic, Veterans Administration Facility, or other medically related facility, state or local government agency, insurance or reinsurance company, Medical Information Bureau, Inc., consumer reporting agency, or employer, having information with respect to any physical or mental condition, treatment, non-medical information, or any medical records originating from such organization on me or my dependents, to give to Standard Security Life Insurance Company, its legal representative, or its reinsurers any and all such information to use for underwriting insurance. I agree that this authorization shall be valid for 30 months from the application date. I agree that a photocopy of this authorization shall be as valid as the original and I understand that a copy is available to me upon request. I have read the separate notice enclosed with this form pertaining to the Medical Information Bureau as required by the Fair Credit Reporting Act.

I understand and affirm by my signature below that, to the best of my knowledge and belief, the information in this entire application is true and complete.

WARNING: Any person who knowingly presents false information in an application for insurance, or a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines, confinement in prison, and/or denial of insurance benefits.

Applicant's Signature _____ Date _____

FOR HOME OFFICE USE ONLY	
<input type="checkbox"/> Insurance Approved Effective _____	
<input type="checkbox"/> Insurance Postponed	
<input type="checkbox"/> Insurance Declined	
Underwriter's Signature _____	Date _____

<i>SERFF Tracking Number:</i>	<i>MADS-125645870</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Standard Security Life Insurance Company of</i>	<i>State Tracking Number:</i>	<i>39000</i>
	<i>New York</i>		
<i>Company Tracking Number:</i>	<i>SSL-GLDI-P200-(05/08)-NT</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>SSL-Group Disability Income LTD/STD</i>		
<i>Project Name/Number:</i>	<i>SSL-Group LTD/STD disability income filing/SSL-GLDI-P200-(05/08)-NT</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MADS-125645870 State: Arkansas
Filing Company: Standard Security Life Insurance Company of New York State Tracking Number: 39000
Company Tracking Number: SSL-GLDI-P200-(05/08)-NT
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: SSL-Group Disability Income LTD/STD
Project Name/Number: SSL-Group LTD/STD disability income filing/SSL-GLDI-P200-(05/08)-NT

Supporting Document Schedules

Satisfied -Name:	Certification/Notice	Review Status:	Approved-Closed	05/16/2008
Comments:				
Attachments:				
Readability.pdf				
Authorization.pdf				
Satisfied -Name:	Application	Review Status:	Approved-Closed	05/16/2008
Comments:				
Attachment:				
SSL-EOI- 0508.pdf				
Satisfied -Name:	section 1-4	Review Status:	Approved-Closed	05/16/2008
Comments:				
Attachment:				
Section number chart.pdf				
Satisfied -Name:	cover letter	Review Status:	Approved-Closed	05/16/2008
Comments:				
Attachment:				
SSL Cover Letter.pdf				

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

Home Office: 485 Madison Avenue ▪ New York, NY 10022

Administrative Office: 1241 John Q. Hammons Drive ▪ Madison, WI 53717

TO: Department of Insurance

RE: Forms SSL-GLDI-C200-(05/08)-NT, SSL-GSDI-C200-(05/08)-NT, SSL-GLDI-P200-(05/08)-NT, SSL-GSDI-P200-(05/08)-NT,
SSL-EOI-(05/08)

Having first carefully reviewed the captioned forms, I hereby certify that the forms meet the minimum requirement of the Flesch reading ease policy simplification test, and that:

1. The Flesch reading ease test has been applied to said forms, with resulting scores of:

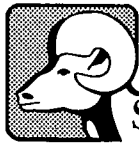
<u>FORM</u>	<u>DESCRIPTION</u>	<u>SCORE</u>
SSL-GLDI-C200-(05/08)-NT	Group Long Term Disability Income Insurance Certificate of Coverage	40.4
SSL-GSDI-C200-(05/08)-NT	Group Short Term Disability Income Insurance Certificate of Coverage	40.5
SSL-GLDI-P200-(05/08)-NT	Group Long Term Disability Income Insurance Master Group Policy	40.1
SSL-GSDI-P200-(05/08)-NT	Group Short Term Disability Insurance Master Group Policy	40.2
SSL-EOI-(05/08)	Evidence of Insurability	40.4

2. The entire text was analyzed.
3. The type size is at least 10 point, one point leaded.



Date: May 7, 2008

Adam C. Vandervoort
Secretary



**STANDARD
SECURITY**

Life Insurance Company of New York

485 Madison Avenue
New York, NY 10022-5872
Telephone 212/355-4141

May 5, 2008

To Whom It May Concern:

Please accept this letter as written confirmation that Madison National Life Insurance Company, Inc. ("Madison National") has authority to file forms SSL-GSDI-P200-(05/08)-NT and SSL-GLDI-P200-(05/08)-NT, or state specific variations thereof, and to act on behalf of Standard Security Life Insurance Company of New York ("Standard Security") regarding such filings, in all jurisdictions where these forms are filed. Standard Security may withdraw this authorization at any time by giving notice to Madison National.

Sincerely,

Thomas A. Gibbons
Vice President, Compliance

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

P.O. Box 5008, Madison, WI 53705

Return application to:
[National Insurance Services
250 Executive Drive
Brookfield, WI 53005-4273
Attention: Billing Dept.]

Check appropriate box(es):	<input type="checkbox"/> Life: \$ _____	Reason for Application:	<input type="checkbox"/> New Hire	<input type="checkbox"/> Late Enrollee
<input type="checkbox"/> Long Term Disability	<input type="checkbox"/> Supp. Life: \$ _____	<input type="checkbox"/> Increase in Coverage	<input type="checkbox"/> Applying for coverage over GI amount	
<input type="checkbox"/> Short Term Disability	<input type="checkbox"/> Vol. Life: \$ _____	<input type="checkbox"/> Adding Dependent(s)	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Supplemental/Voluntary STD/LTD	<input type="checkbox"/> Dependent Coverage: _____	<input type="checkbox"/> Other: _____		

EVIDENCE OF INSURABILITY

(A separate Evidence of Insurability form must be completed for each individual seeking coverage)

Applicant's Name: Last First Middle Initial	Date of Birth	Age	Height	Weight	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Already Enrolled? <input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant's Home Address (Street, City, State, Zip)	Applicant's Daytime Telephone #		Applicant's Social Security #			
Applicant's Current Physician's Name & Address		Date Last Visited	Reason for Visit			
Name of Employee Member if different than Applicant		Name & Address of Member's Employer				
Member's Job Title	Member's Date of Hire	# of Hours Member works per week	Member's Annual Salary			

HEALTH QUESTIONS – Circle all applicable disorders. Give details below. Use second page if necessary.

I. Are you currently pregnant? ☐ Yes ☐ No
If yes, expected due date: _____

II. During the past 5 years have you been diagnosed, been treated by a doctor or had reason to suspect you've had any of the following conditions or procedures:

A. HEART

- Heart ailment? ☐ Yes ☐ No
- Chest pain, angina or shortness of breath? ☐ Yes ☐ No
- Irregular heart beat or heart murmur? ☐ Yes ☐ No
- Rheumatic fever? ☐ Yes ☐ No
- Disease or abnormality of heart muscle, nerves or vessels? ☐ Yes ☐ No
- Stress test; electrocardiogram or echocardiogram? ☐ Yes ☐ No

B. TUMORS/CYSTS

- Cancer of any type, past or present? ☐ Yes ☐ No
- Tumors, cysts, or polyps? ☐ Yes ☐ No

C. BLOOD AND URINE

- High or low blood pressure or hypertension? ☐ Yes ☐ No
- Diabetes, high or low blood sugar? ☐ Yes ☐ No
- Disorder of kidneys or bladder or kidney stones? ☐ Yes ☐ No
- Venereal disease, syphilis, gonorrhea, genital warts or genital herpes? ☐ Yes ☐ No
- Protein, blood or sugar in urine? ☐ Yes ☐ No
- Night sweats, persistent swollen glands or diarrhea? ☐ Yes ☐ No

D. PAIN OR DISCOMFORT

- Arthritis, bursitis or gout? ☐ Yes ☐ No
- Recurrent back pain or slipped disk? ☐ Yes ☐ No
- Disorder of the back, neck or spine? ☐ Yes ☐ No
- Disorder of the muscles, bones or joints? ☐ Yes ☐ No
- Temporomandibular joint (TMJ)? ☐ Yes ☐ No
- Recurrent abdominal pain? ☐ Yes ☐ No

E. OTHER

- Stroke, seizure, disorder or epilepsy? ☐ Yes ☐ No
- Migraine or persistent headaches? ☐ Yes ☐ No
- Nervous/mental disorder, depression, anxiety? ☐ Yes ☐ No
- Dizziness or paralysis? ☐ Yes ☐ No
- Asthma, emphysema, breathing or lung disorder? ☐ Yes ☐ No
- Indigestion, ulcers or irritable bowel? ☐ Yes ☐ No
- Symptoms of chronic fatigue? ☐ Yes ☐ No

III. Have you in the past 5 years had a disease or disorder of the:

- Brain or nervous system? ☐ Yes ☐ No
- Eyes, ears, nose or throat? ☐ Yes ☐ No
- Skin or lymph nodes? ☐ Yes ☐ No
- Prostate, ovaries or uterus? ☐ Yes ☐ No
- Stomach, intestine, gallbladder or liver? ☐ Yes ☐ No
- Thyroid, spleen or any gland? ☐ Yes ☐ No

IV. Have you been diagnosed by a member of the medical profession as having:

- Acquired Immune Deficiency Syndrome (AIDS)? ☐ Yes ☐ No
- Aids Related Complex (ARC)? ☐ Yes ☐ No

V. Have you sought or received advice in the past 5 years for the use of alcohol or other chemicals or drugs? ☐ Yes ☐ No

VI. Please list all prescribed and unprescribed medications you currently take: _____

VII. Have you in the past 5 years:

- Scheduled or undergone any surgery? ☐ Yes ☐ No
- Been treated or evaluated in a hospital or medical or psychiatric facility? ☐ Yes ☐ No
- Sustained illness requiring medical care or hospitalization? ☐ Yes ☐ No

VIII. Have you used tobacco of any kind during the last 12 months? ☐ Yes ☐ No

If you answer "yes" to any of the above questions, please explain below. Use next page if necessary.

DATE	CONDITION	DOCTOR AND ADDRESS	RESULT

If necessary, please use this space to provide additional information.

ACKNOWLEDGEMENTS AND AUTHORIZATIONS

I understand that all statements and answers I have given are to be relied upon and form the basis of any coverage issued to me and/or my dependents under the group policy(ies). I understand that any misstatements or failure to report information, which is material to the issuance of coverage, may be used as a basis for rescission of my insurance and/or denial of payment of a claim. I agree to notify Standard Security Life Insurance Company of any change in my medical condition while my enrollment application is pending. I agree that if my application is approved by Standard Security Life, the effective date of any coverage will be determined in accordance with the terms of the group policy(ies), including any actively at work requirement.

I agree on behalf of myself and my dependents named herein, if any, to cooperate in providing Standard Security Life with information needed to process this Evidence of Insurability form. This may include signing forms for the release by hospitals, doctors and other health care providers of pertinent patient records to Standard Security Life, the Medical Information Bureau, or their legal representatives.

I acknowledge this Evidence of Insurability form, when approved, and any endorsement, amendment or rider hereto will be made part of the contract(s) applied for.

I understand that an insurance agent or broker, or persons other than officers of Standard Security Life, cannot modify, waive or change this application, any requirements imposed by Standard Security Life, nor bind coverage or guarantee approval of this application. No person, except an officer of Standard Security Life, is authorized to vary or modify a contract.

I hereby authorize any licensed physician, medical practitioner, hospital, clinic, Veterans Administration Facility, or other medically related facility, state or local government agency, insurance or reinsurance company, Medical Information Bureau, Inc., consumer reporting agency, or employer, having information with respect to any physical or mental condition, treatment, non-medical information, or any medical records originating from such organization on me or my dependents, to give to Standard Security Life Insurance Company, its legal representative, or its reinsurers any and all such information to use for underwriting insurance. I agree that this authorization shall be valid for 30 months from the application date. I agree that a photocopy of this authorization shall be as valid as the original and I understand that a copy is available to me upon request. I have read the separate notice enclosed with this form pertaining to the Medical Information Bureau as required by the Fair Credit Reporting Act.

I understand and affirm by my signature below that, to the best of my knowledge and belief, the information in this entire application is true and complete.

WARNING: Any person who knowingly presents false information in an application for insurance, or a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines, confinement in prison, and/or denial of insurance benefits.

Applicant's Signature _____

Date _____

FOR HOME OFFICE USE ONLY

- ☐ Insurance Approved Effective _____
- ☐ Insurance Postponed
- ☐ Insurance Declined

Underwriter's Signature _____ Date _____

ATTACHMENT #1

Form SSL-GLDI-C200-(05/08)-NT – Group Long Term Disability Insurance Certificate of Coverage

Section Number	Section Title
SSL-GLDI-C300-(05/08)-NT	Table of Contents
SSL-GLDI-C400-(05/08)-NT	Schedule of Benefits
SSL-GLDI-C500-(05/08)-NT	Definitions
SSL-GLDI-C600-(05/08)-NT	Insuring Clause
SSL-GLDI-C700-(05/08)-NT	Eligibility for Insurance
SSL-GLDI-C800-(05/08)-NT	Becoming Insured
SSL-GLDI-C900-(05/08)-NT	Waiver of Premium
SSL-GLDI-C1000-(05/08)-NT	When Your Insurance Ends
SSL-GLDI-C1100-(05/08)-NT	Rules of Transfer of Employees from Prior Plan
SSL-GLDI-C1200-(05/08)-NT	Reinstatement of Coverage
SSL-GLDI-C1300-(05/08)-NT	Definition of Disability
SSL-GLDI-C1400-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-C1401-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-C1402-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-C1403-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-C1404-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-C1405-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-C1406-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-C1500-(05/08)-NT	Recurrent Disability
SSL-GLDI-C1600-(05/08)-NT	When LTD Benefits End
SSL-GLDI-C1700-(05/08)-NT	Predisability Earnings
SSL-GLDI-C1800-(05/08)-NT	LTD Benefit Calculation*
SSL-GLDI-C1801-(05/08)-NT	LTD Benefit Calculation*

SSL-GLDI-C1802-(05/08)-NT	LTD Benefit Calculation*
SSL-GLDI-C1900-(05/08)-NT	Deductible Income
SSL-GLDI-C2000-(05/08)-NT	Benefits after Insurance Ends or is Changed
SSL-GLDI-C2100-(05/08)-NT	Effect of New Disability
SSL-GLDI-C2200-(05/08)-NT	Exclusions
SSL-GLDI-C2300-(05/08)-NT	Limitations
SSL-GLDI-C2400-(05/08)-NT	Responsibilities of Disabled Insured Persons
SSL-GLDI-C2500-(05/08)-NT	Claims
SSL-GLDI-C2600-(05/08)-NT	Right to Reimbursement
SSL-GLDI-C2700-(05/08)-NT	Subrogation
SSL-GLDI-C2800-(05/08)-NT	Allocation of Authority
SSL-GLDI-C2900-(05/08)-NT	Time Limits on Legal Actions
SSL-GLDI-C3000-(05/08)-NT	Incontestability Provisions
SSL-GLDI-C3100-(05/08)-NT	Clerical Error and Misstatement
SSL-GLDI-C3200-(05/08)-NT	Fraud
SSL-GLDI-C3300-(05/08)-NT	Termination or Amendment of the group Policy and Employer Coverage
SSL-GLDI-C5000-(05/08)-NT	Accelerated Survivor Benefit
SSL-GLDI-C5100-(05/08)-NT	Child-Family Care Expenses Adjustment
SSL-GLDI-C5200-(05/08)-NT	Continuation of Insurance (Portability)
SSL-GLDI-C5300-(05/08)-NT	Conversion of Insurance Benefit
SSL-GLDI-C5400-(05/08)-NT	Cost of Living Adjustment (COLA) Benefit
SSL-GLDI-C5500-(05/08)-NT	Educational Supplement Program Benefit
SSL-GLDI-C5700-(05/08)-NT	Lifestyle LTD Benefit
SSL-GLDI-C5800-(05/08)-NT	Long Term Care Insurance
SSL-GLDI-C5900-(05/08)-NT	Medical Premium Expense Benefit

SSL-GLDI-C6000-(05/08)-NT	Organ Donation Benefit
SSL-GLDI-C6900-(05/08)-NT	Pension Contribution Benefit
SSL-GLDI-C6100-(05/08)-NT	Presumptive Disability
SSL-GLDI-C6200-(05/08)-NT	Reasonable Accommodation Expense Benefit
SSL-GLDI-C6300-(05/08)-NT	Rehabilitation Benefit*
SSL-GLDI-C6301-(05/08)-NT	Rehabilitation Benefit*
SSL-GLDI-C6400-(05/08)-NT	Specific Loss Benefit
SSL-GLDI-C6500-(05/08)-NT	Step Up to 85% Benefit
SSL-GLDI-C6600-(05/08)-NT	Supplemental Long Term Disability Accident Benefit
SSL-GLDI-C6700-(05/08)-NT	Supplemental Long Term Disability Benefit
SSL-GLDI-C6800-(05/08)-NT	Survivor Benefit
SSL-GLDI-C7000-(05/08)-NT	Amendment to Certificate
SSL-GLDI-C7100-(05/08)-NT	Contagious Disease Benefit (filed only in WI as of 5/5/08)
GLCI-C7200-(05/08)-NT	First Day Hospital Benefit - ONLY IN NJ

* - denotes variable provision language

ATTACHMENT #2

SSL-GSDI-C200(05/08)-NT – Group Short Term Disability Insurance Certificate of Coverage

Section Number	Section Title
SSL-GSDI-C300-(05/08)-NT	Table of Contents
SSL-GSDI-C400-(05/08)-NT	Schedule of Benefits
SSL-GSDI-C500-(05/08)-NT	Definitions
SSL-GSDI-C600-(05/08)-NT	Insuring Clause
SSL-GSDI-C700-(05/08)-NT	Eligibility for Insurance
SSL-GSDI-C800-(05/08)-NT	Becoming Insured
SSL-GSDI-C900-(05/08)-NT	Waiver of Premium
SSL-GSDI-C1000-(05/08)-NT	When Your Insurance Ends
SSL-GSDI-C1100-(05/08)-NT	Rules for Transfer of Employees from Prior Plan
SSL-GSDI-C1200-(05/08)-NT	Reinstatement of Coverage
SSL-GSDI-C1300-(05/08)-NT	Definition of Disability
SSL-GSDI-C1400-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-C1401-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-C1402-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-C1403-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-C1404-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-C1405-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-C1406-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-C1500-(05/08)-NT	Recurrent Disability
SSL-GSDI-C1600-(05/08)-NT	When STD Benefits End
SSL-GSDI-C1700-(05/08)-NT	Predisability Earnings
SSL-GSDI-C1800-(05/08)-NT	STD Benefit Calculation
SSL-GSDI-C1900-(05/08)-NT	Deductible Income

NT	
SSL-GSDI-C2000-(05/08)-NT	Benefits after Insurance Ends or is Changed
SSL-GSDI-C2100-(05/08)-NT	Effect of New Disability
SSL-GSDI-C2200-(05/08)-NT	Exclusions
SSL-GSDI-C2300-(05/08)-NT	Limitations
SSL-GSDI-C2400-(05/08)-NT	Responsibilities of Disabled Insured Persons
SSL-GSDI-C2500-(05/08)-NT	Claims
SSL-GSDI-C2600-(05/08)-NT	Right to Reimbursement
SSL-GSDI-C2700-(05/08)-NT	Subrogation
SSL-GSDI-C2800-(05/08)-NT	Allocation of Authority
SSL-GSDI-C2900-(05/08)-NT	Time Limits on Legal Actions
SSL-GSDI-C3000-(05/08)-NT	Incontestability Provisions
SSL-GSDI-C3100-(05/08)-NT	Clerical Error and Misstatement
SSL-GSDI-C3200-(05/08)-NT	Fraud
SSL-GSDI-C3300-(05/08)-NT	Termination or Amendment of the Group Policy and Employer Coverage
SSL-GSDI-C6200-(05/08)-NT	Reasonable Accommodation Expense Benefit
SSL-GSDI-C6800-(05/08)-NT	Survivor Benefit
SSL-GSDI-C7000-(05/08)-NT	Amendment to Certificate

* - denotes variable provision language

ATTACHMENT #3

Form SSL-GLDI-P200-(05/08)-NT – Group Long Term Disability Insurance Master Group Policy

Section Number	Section Title
SSL-GLDI-P300-(05/08)-NT	Table of Contents
SSL-GLDI-P500-(05/08)-NT	Definitions
SSL-GLDI-P600-(05/08)-NT	Insuring Clause
SSL-GLDI-P700-(05/08)-NT	Eligibility for Insurance
SSL-GLDI-P800-(05/08)-NT	Becoming Insured
SSL-GLDI-P900-(05/08)-NT	Waiver of Premium
SSL-GLDI-P1000-(05/08)-NT	When Insurance Ends – This provision applies to the Insured Person if he or she is not disabled.
SSL-GLDI-P1100-(05/08)-NT	Rules of Transfer of Employees from Prior Plan
SSL-GLDI-P1200-(05/08)-NT	Reinstatement of Coverage
SSL-GLDI-P1300-(05/08)-NT	Definition of Disability*
SSL-GLDI-P1301-(05/08)-NT	Definition of Disability (SS Qualified Option)*
SSL-GLDI-P1400-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-P1401-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-P1402-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-P1403-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-P1404-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-P1405-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-P1406-(05/08)-NT	Cumulative Elimination Period*
SSL-GLDI-P1500-(05/08)-NT	Recurrent Disability
SSL-GLDI-P1600-(05/08)-NT	When LTD Benefits End
SSL-GLDI-P1700-(05/08)-NT	Predisability Earnings
SSL-GLDI-P1800-(05/08)-NT	LTD Benefit Calculation*
SSL-GLDI-P1801-(05/08)-NT	LTD Benefit Calculation*

SSL-GLDI-P1802-(05/08)-NT	LTD Benefit Calculation*
SSL-GLDI-P1900-(05/08)-NT	Deductible Income
SSL-GLDI-P2000-(05/08)-NT	Benefits after Insurance Ends or is Changed
SSL-GLDI-P2100-(05/08)-NT	Effect of New Disability
SSL-GLDI-P2200-(05/08)-NT	Exclusions
SSL-GLDI-P2300-(05/08)-NT	Limitations
SSL-GLDI-P2400-(05/08)-NT	Responsibilities of Disabled Insured Persons
SSL-GLDI-P2500-(05/08)-NT	Claims
SSL-GLDI-P2600-(05/08)-NT	Right to Reimbursement
SSL-GLDI-P2700-(05/08)-NT	Subrogation
SSL-GLDI-P2800-(05/08)-NT	Allocation of Authority
SSL-GLDI-P2900-(05/08)-NT	Time Limits on Legal Actions
SSL-GLDI-P3000-(05/08)-NT	Incontestability Provisions
SSL-GLDI-P3100-(05/08)-NT	Clerical Error and Misstatement
SSL-GLDI-P3200-(05/08)-NT	Fraud
SSL-GLDI-P3300-(05/08)-NT	Termination or Amendment of the group Policy and Employer Coverage
SSL-GLDI-P3350-(05/08)-NT-VI	Policyowner and Employer Provisions
SSL-GLDI-P5000-(05/08)-NT	Accelerated Survivor Benefit
SSL-GLDI-P5100-(05/08)-NT	Child-Family Care Expenses Adjustment
SSL-GLDI-P5200-(05/08)-NT	Continuation of Insurance (Portability)
SSL-GLDI-P5300-(05/08)-NT	Conversion of Insurance Benefit
SSL-GLDI-P5400-(05/08)-NT	Cost of Living Adjustment (COLA) Benefit
SSL-GLDI-P5500-(05/08)-NT	Educational Supplement Program Benefit
SSL-GLDI-P5700-(05/08)-NT	Lifestyle LTD Benefit
SSL-GLDI-P5800-(05/08)-NT	Long Term Care Insurance

SSL-GLDI-P5900-(05/08)-NT	Medical Premium Expense Benefit
SSL-GLDI-P6000-(05/08)-NT	Organ Donation Benefit
SSL-GLDI-P6900-(05/08)-NT	Pension Contribution Benefit
SSL-GLDI-P6100-(05/08)-NT	Presumptive Disability
SSL-GLDI-P6200-(05/08)-NT	Reasonable Accommodation Expense Benefit
SSL-GLDI-P6300-(05/08)-NT	Rehabilitation Benefit*
SSL-GLDI-P6301-(05/08)-NT	Rehabilitation Benefit*
SSL-GLDI-P6400-(05/08)-NT	Specific Loss Benefit
SSL-GLDI-P6500-(05/08)-NT	Step Up to 85% Benefit
SSL-GLDI-P6600-(05/08)-NT	Supplemental Long Term Disability Accident Benefit
SSL-GLDI-P6700-(05/08)-NT	Supplemental Long Term Disability Benefit
SSL-GLDI-P6800-(05/08)-NT	Survivor Benefit
SSL-GLDI-P7000-(05/08)-NT	Amendment to Policy
SSL-GLDI-C7100-(05/08)-NT	Contagious Disease Benefit (filed only in WI as of 5/5/08)
GLCI-C7200-(05/08)-NT	First Day Hospital Benefit - ONLY IN NJ

* - denotes variable provision language

ATTACHMENT #4**SSL-GSDI-P200(05/08)-NT – Group Short Term Disability Insurance Master Group Policy**

Section Number	Section Title
SSL-GSDI-P300-(05/08)-NT	Table of Contents
SSL-GSDI-P500-(05/08)-NT	Definitions
SSL-GSDI-P600-(05/08)-NT	Insuring Clause
SSL-GSDI-P700-(05/08)-NT	Eligibility for Insurance
SSL-GSDI-P800-(05/08)-NT	Becoming Insured
SSL-GSDI-P900-(05/08)-NT	Waiver of Premium
SSL-GSDI-P1000-(05/08)-NT	When Insurance Ends – This provision applies to the Insured Person if he or she is not Disabled.
SSL-GSDI-P1100-(05/08)-NT	Rules for Transfer of Employees from Prior Plan
SSL-GSDI-P1200-(05/08)-NT	Reinstatement of Coverage
SSL-GSDI-P1300-(05/08)-NT	Definition of Disability
SSL-GSDI-P1400-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-P1401-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-P1402-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-P1403-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-P1404-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-P1405-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-P1406-(05/08)-NT	Cumulative Elimination Period*
SSL-GSDI-P1500-(05/08)-NT	Recurrent Disability
SSL-GSDI-P1600-(05/08)-NT	When STD Benefits End
SSL-GSDI-P1700-(05/08)-NT	Predisability Earnings
SSL-GSDI-P1800-(05/08)-NT	STD Benefit Calculation
SSL-GSDI-P1900-(05/08)-NT	Deductible Income
SSL-GSDI-P2000-(05/08)-NT	Benefits after Insurance Ends or is Changed

SSL-GSDI-P2100-(05/08)-NT	Effect of New Disability
SSL-GSDI-P2200-(05/08)-NT	Exclusions
SSL-GSDI-P2300-(05/08)-NT	Limitations
SSL-GSDI-P2400-(05/08)-NT	Responsibilities of Disabled Insured Persons
SSL-GSDI-P2500-(05/08)-NT	Claims
SSL-GSDI-P2600-(05/08)-NT	Right to Reimbursement
SSL-GSDI-P2700-(05/08)-NT	Subrogation
SSL-GSDI-P2800-(05/08)-NT	Allocation of Authority
SSL-GSDI-P2900-(05/08)-NT	Time Limits on Legal Actions
SSL-GSDI-P3000-(05/08)-NT	Incontestability Provisions
SSL-GSDI-P3100-(05/08)-NT	Clerical Error and Misstatement
SSL-GSDI-P3200-(05/08)-NT	Fraud
SSL-GSDI-P3300-(05/08)-NT	Termination or Amendment of the Group Policy and Employer Coverage
SSL-GSDI-P3350-(05/08)-NT-VI	Policyowner and Employer Provisions
SSL-GSDI-P6200-(05/08)-NT	Reasonable Accommodation Expense Benefit
SSL-GSDI-P6800-(05/08)-NT	Survivor Benefit
SSL-GSDI-P7000-(05/08)-NT	Amendment to Policy

* - denotes variable provision language



VIA SERFF

May 13, 2008

TO: INSURANCE DEPARTMENT

RE: Standard Security Life Insurance Company of New York – NAIC #69078; FEIN 13-5679267

Form #'s: SSL-GLDI-C200-(05/08)-NT – Certificate of Coverage, Long Term Disability
SSL-GSDI- C200-(05/08)-NT – Certificate of Coverage, Short Term Disability
SSL-GLDI- P200-(05/08)-NT – Master Group Policy, Long Term Disability
SSL-GSDI-P200-(05/08)-NT – Master Group Policy, Short Term Disability
SSL-EOI-(05/08) Evidence of Insurability

The forms listed above are being submitted for your review and approval. The forms are new and do not replace any forms previously approved by your department. **Please note the attached forms are similar to Serff filing # MADS-125077023 and State Tr Number 34776 (Madison National Life Insurance Company, Inc.) approved forms by your department on January 19, 2007.**

Each Certificate of Coverage is issued through a Master Group Policy. The Master Group Policy will be issued to an employer. A copy of each Master Group Policy is included with this filing for your information and records. These forms are being filed concurrently in the state of domicile, New York.

All of the forms are divided into sections and each section has been assigned a section number. If certain sections need to be revised because of statute or rule changes or because of industry updates, a replacement section will be filed. Some sections have the same title to allow the group policyholder to choose the provision that best fits the needs of the group. Bracketed provisions may be omitted in certificates, based on the decisions of the group policyholder. Bracketed text within the provisions is variable language. The text within the brackets is the most common choice made by the group policyholders. The variable language will be in compliance with your state's insurance statutes and regulations.

Form SSL-GLDI-C200-(05/08)-NT is a certificate of coverage that provides group long term disability income coverage. The sections numbers and corresponding titles are shown in Attachment 1.

Form SSL-GSDI-C200-(05/08)-NT is a certificate of coverage that provides group short term disability income coverage. The section numbers and corresponding titles are shown in Attachment 2.

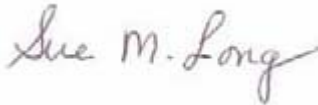
Form SSL-GLDI-P200-(05/08)-NT is the Master Group Policy through which the long term disability income certificates will be issued. The sections numbers and corresponding titles are shown in Attachment 3.

Form SSL-GSDI-P200-(05/08)-NT is the Master Group Policy through which the short term disability income certificates will be issued. The sections numbers and corresponding titles are shown in Attachment 4.

We will use form SSL-EOI-05/08, as the enrollment form for these certificates.

We retain the right to change font, paper color and to correct grammar errors (as long as those corrections do not change the intent or purpose of this form filing). If you have any questions, please contact me.

Cordially,

A handwritten signature in cursive script that reads "Sue M. Long".

Sue M. Long
Compliance Specialist
Phone: 800-356-9601, extension (2061)
Email: sml@madisonlife.com
Fax: 608-830-2700